



MERAND • CORBETT & ASSOCIATES
PERSONNEL CONSULTANTS

Reg. No. CK90/10099/23

CONTRACT/TEMPORARY ASSIGNMENTS

Thank you for selecting a contract/temporary assignment business unit of Merand Corbett & Anderson cc hereinafter referred to as Merand Corbett & Associates. Please read through our ***Terms and Conditions*** and feel free to discuss any concerns.

Upon placing a job specification with Merand Corbett & Associates, the Client automatically acknowledges and accepts the ***Terms and Conditions***, whether verbally or in writing, or whether through previous use of our services and/or by signing one of our time sheets.

Credit checks, criminal checks and validation of qualifications are done on request, for the Client's account.

The Assignee will perform duties under the Client's direct control and supervision, unless otherwise negotiated and agreed to in writing by the parties.

The Client shall be liable for a **cancellation fee of eight hours** at the agreed rate, unless the cancellation for the booking by the Client is made at least four working hours (i.e. between 08:00 and 17:00) **prior** to the commencement date of the assignment.

A minimum charge of four hours per temporary assignment is applicable. Credits passed on temporary assignments cannot be offset against monies owed for permanent placements and vice versa.

Conversion Fees and Placement Fees

A placement fee or temporary fee is payable by the Client upon the permanent or temporary engagement of an Assignee introduced by Merand Corbett & Associates to the Client, or subsequently introduced by the Client to a third party within a period of twelve months commencing as and from the date of introduction. The client shall notify Merand Corbett & Associates immediately if such an offer is made.

The placement fee will be calculated according to the Merand Corbett & Associates **Terms and Conditions** for permanent staff recruitment as outlined below. The fee is based on a percentage of the Assignee's total annual package. **Fees are based on a total cost to company.** A fee is payable even if the Assignee is engaged in a position other than the position originally presented to Merand Corbett & Associates.

Annual Income Period		Permanent Fees
Up to	- R 30 999 p.a.	13% + VAT
R 30 001 p.a.	- R 71 999 p.a.	15% + VAT
R 72 000 p.a.	- upwards	17% + VAT
Search Fees		20% + VAT

Merand Corbett & Associates reserves the right to vary these fees from time to time. In case of a conversion of an Assignee to a permanent position, no guarantee is applicable.

A full placement fee is payable by the Client to Merand Corbett & Associates if a job offer is made to an Assignee even if it is subsequently made evident that the order provider of any/and or all job specifications and/or the signatory to the **Terms and Conditions** had no authorization to make such a job offer and/or to hire.

Temporary Fees

Should **Merand Corbett & Associates** administer the salary, **30%** of the gross salary plus VAT will be payable immediately on date of invoice. This service includes management of the contract, timesheet, consultant management fee, PAYE and skills development. **Public holidays, UIF, sick leave and accumulated leave within the contract period will be for the clients account.** Should the client administer and pay the temporary staff salary and contract, the rate is **20%** of the gross salary. Should an applicant introduced by us be offered temporary or permanent employment in any capacity, by your company or party to whom you have introduced the applicant within a 12 month period, the normal permanent fee will be due to **Merand Corbett & Associates.**

Unless contrarily negotiated and agreed to by the parties, the Assignees will be invoiced on an hourly basis at a rate specified by Merand Corbett & Associates; this rate **excludes VAT.**

Overtime, Sundays and public holidays (wherever applicable) will be charged out at either time and a half, or double time in accordance with legislative requirements.

Any increase in the payment of statutory benefits which Merand Corbett & Associates is required to pay to an Assignee will result in an immediate adjustment of the rates payable for temporary assignments. Clients however will be duly advised of such an adjustment to the rates.

Invoices are payable immediately

Merand Corbett & Associates have the right to bill interest at the maximum rate allowable in terms of the Usury Act.

Guarantee

Assignees are covered by a **four-hour guarantee**. If within four hours of the start of an assignment the Client advises Merand Corbett & Associates that they are not satisfied with the Assignee and provided the objection is fair, equitable and reasonable, the Client will not be charged and Merand Corbett & Associates will immediately release the Assignee and provide a suitable replacement.

Where additional clauses or variations are agreed to which are not reflected in the Terms and Conditions a separate document must be drawn up as no additions to or variations of the Terms and Conditions shall be of any force or effect unless in writing and signed by or on behalf of both parties.

Client Acceptance

As duly authorized agent/representative acting for and on behalf of the client we confirm our acceptance of the above **Terms and Conditions**.

Name (print) _____ Name (print) _____

Signature _____ Signature _____

Capacity _____ Capacity _____

For _____ For _____

Company Name _____ Merand Corbett & Associates
Date _____ Date _____

Place _____ Place _____