

## STANDARD TERMS AND CONDITIONS | RECRUITMENT SERVICES

Task Foundry Solutions (Pty) Ltd confirms that all services and work carried out for the Client will be performed in accordance with the terms set out in this document. Any amendments to the recruitment process, terms and conditions, or cost proposal must first be discussed, mutually agreed upon, and confirmed in writing before services commence. These terms and conditions form a binding contractual agreement between Task Foundry Solutions and the Client. By signing this document, an authorised representative of the Client (being an individual with the necessary authority to approve and enter into such agreements) acknowledges that they have read, understood, and accepted these terms. These terms represent the full and final agreement between the parties and shall take precedence over any previous terms and conditions or agreements, whether oral or written.

### DEFINITIONS OF THE TERMS

**"Candidate"** means the **"Workseeker"** as defined in the Skills Development Act 97 of 1998 or the persons to whom Task Foundry Solutions' Clients are introduced with a purpose of entering into contracts of employment.

**"Client"** means an **"Employer"** as referred to in the Basic Conditions of Employment Act.

**"Employment"** means all and any work undertaken and carried out by a Candidate on behalf of a Client and whether such work is undertaken by such Candidate in his personal capacity or in a representative capacity and without derogating from the generality of the foregoing, undertaken on behalf of a corporation, company, partnership or association.

**"Guarantee Period"** means the period as set out in guarantee clause.

**"Task Foundry Solutions"** means the registered company Task Foundry Solutions (Pty) Ltd, represented by any or the appointed agents authorised by the Directors to do so.

**"Introduction"** means the solicited or unsolicited introduction of a Candidate to the Client by Task Foundry Solutions, by means of:

- forwarding a resume/ curriculum vitae of the Candidate, to the Client,
- arranging an interview between the Candidate and the Client.
- receipt by the Client of a curriculum vitae of the Candidate delivered by Task Foundry Solutions e-mail, hand delivery or any other verifiable means.

**"Total Cost to Company"** means the Candidate's full remuneration package, including salary, allowances, benefits, bonuses, medical aid contributions, motor vehicle benefits, housing subsidies, commission, restraint payments, or any guaranteed compensation applicable during the Candidate's first year of employment.

### GENERAL

The employment of any Candidate introduced by Task Foundry Solutions shall be regarded as the Client's acceptance of these terms and conditions.

- If a Candidate presented or referred by Task Foundry Solutions is employed by the Client, or by any of its subsidiaries or associated entities, within a period of twelve (12) months from the date of the introduction or referral, such employment will be considered confirmation of the Client's acceptance of Task Foundry Solutions' Terms and Conditions.
- In such circumstances, the Client (including any subsidiary or associated company) shall be responsible for payment of the applicable placement fee as set out in the prevailing fee structure.
- The Client further undertakes to inform Task Foundry Solutions immediately upon the Candidate's appointment.

## PLACEMENT SERVICE FEE

A placement fee of 15% of the Candidate's Total Annual Cost to Company (excluding VAT) will apply.

## BILLING AND PAYMENT TERMS

- Placement fees are calculated on the Candidate's Total Cost to Company package, plus VAT.
- Invoices are payable strictly within seven (7) days from the invoice date, which is issued upon the Candidate's commencement of employment.
- Failure to pay within the required timeframe renders any guaranteed provision null and void.

## REGARDING FIXED TERM CONTRACTS

Task Foundry Solutions may introduce Candidates to the Client for employment on a fixed-term basis, not exceeding twelve (12) months ("Fixed-Term Contracts"). In such cases, the Candidate will be directly employed by the Client and placed on the Client's payroll.

The Client agrees to pay Task Foundry Solutions a placement fee calculated in line with the standard permanent placement fee, adjusted as follows:

- The placement fee will be charged on a **pro-rata basis** of the Candidate's Total Annual Cost to Company, reflecting the duration of the contract period.
- If the contract is extended, renewed, or the Candidate continues employment under any other arrangement beyond the original term, an additional fee will become payable, adjusted according to the extended period and up to the equivalent of the full annual placement fee.
- If the Client subsequently re-engages the applicant within the period of twelve calendar months from the date of termination, a full fee in accordance with Scales of Fees becomes payable.

## REPLACEMENT GUARANTEE

A 3 (three) month replacement guarantee applies from the Candidate's commencement date, provided fees are settled within the agreed payment terms. The guarantee applies where:

- The Candidate resigns within the guarantee period, or
- The Candidate is deemed technically unsuitable and has been subject to fair performance or disciplinary processes in line with labour legislation.

Task Foundry Solutions must be notified in writing and afford a reasonable opportunity to find a suitable replacement Candidate. The following will apply regarding the replacement:

- Fees will be adjusted should the replacement Candidate's package differ from the original placement.
- If no suitable replacement is found within 30 days, a credit note will be issued, valid for six (6) months.
- No cash refunds will be given.
- The guarantee lapses if the Client does not cooperate fully with Task Foundry Solutions during the replacement process.

## FURTHER TERMS AND CONDITIONS

By agreeing to interview a Candidate introduced by Task Foundry Solutions, the Client accepts and acknowledges the following:

- Task Foundry Solutions acts as the Candidate's first and exclusive representative.
- The Candidate is not already listed on the Client's internal database and has not been referred to the Client by any other third party prior to the introduction made by Task Foundry Solutions.
- The Client shall be liable for payment of the applicable placement fee should it employ a Candidate introduced by Task Foundry Solutions within **twelve (12) months** of the initial introduction, regardless of:
  - a. the division, department, or role in which the Candidate is employed;
  - b. whether the Candidate is employed through a different representative of the Client;
  - c. whether the Candidate was previously considered, rejected, or declined an offer; or
  - d. whether the Candidate is engaged in a different capacity than initially intended.
- If the Client refers or provides Candidate details to any third party who subsequently employs that Candidate within twelve (12) months of the introduction, the Client will remain responsible for payment of the applicable placement fee, irrespective of the position or capacity in which the Candidate is engaged.
- Both the Client and Task Foundry Solutions undertake to comply with all applicable South African labour and employment legislation and agree to indemnify each other against any liability arising from non-compliance with such legislation.

- By completing and returning Task Foundry Solutions' requirements form, or by verbally or in writing instructing Task Foundry Solutions to proceed with the recruitment process, the Client confirms understanding and acceptance of these terms, including the applicable fee structure.
- No upfront fee is due to Task Foundry Solutions; however, the placement fee becomes payable once the selected Candidate commences employment with the Client, irrespective of whether a written employment contract has been executed between the Client and the Candidate.
- Task Foundry Solutions reserves the right to terminate this agreement without notice in the event that it ceases operations, is placed in liquidation, or comes under provisional management.

### **INTEGRITY CHECKS**

Integrity and verification checks (e.g. references, qualifications, credit, or criminal record checks) will be carried out in accordance with the Client's requirements and only where necessary as an inherent job requirement. Costs are for Task Foundry Solutions' account unless otherwise agreed.

### **LIABILITIES & SUITABILITY**

Task Foundry Solutions undertakes to exercise reasonable care in ensuring that Candidates referred to the Client are suitably matched to the Client's stated requirements. Notwithstanding this, the decision to appoint a Candidate remains solely that of the Client. Accordingly, Task Foundry Solutions cannot be held liable for any loss, cost, or damages, whether direct or indirect, arising from the employment or actions of a Candidate introduced by Task Foundry Solutions. Furthermore, Task Foundry Solutions accepts no responsibility for any information or representations, whether express or implied, provided by a Candidate which may later prove to be false, misleading, or inaccurate.

### **ATTORNEY CHARGES & JURISDICTION**

Should Task Foundry Solutions instruct its legal representatives to initiate proceedings against a Client, the Client undertakes to be responsible for all legal costs incurred. Such costs shall include attorney-and-client scale fees, collection commission, tracing expenses, and any related charges, provided judgment is granted in favour of Task Foundry Solutions. Furthermore, the Client consents to the jurisdiction of the Magistrate's Court that has authority over their person for any legal action arising from Task Foundry Solutions' Standard Terms of Business, even in instances where the claim amount or subject matter exceeds the Court's ordinary monetary jurisdiction.

### **CONFIDENTIALITY, SELECTION & ACCEPTANCE**

The Candidate's information is to be treated as strictly confidential. The Client undertakes not to approach or communicate with any current or former employer of the Candidate unless prior written approval has been obtained from Task Foundry Solutions. Any references or related information supplied to the Client regarding the Candidate are likewise confidential and may not be disclosed to or discussed with the Candidate.

This Agreement will come into effect on the date of signature by the Client and will endure indefinitely unless terminated in accordance with its terms.

I/We hereby accept the Standard Terms and Conditions of Business as set out above.

Company Name (Legal entity)	Date
Print Name	SIGNATURE of Acceptance
	For and on behalf of the Client (Duly authorised)

