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TERMS AND CONDITIONS FOR THE PROVISION OF RECRUITMENT SERVICES

1. PREAMBLE:

- 1.1. Hood & co renders the services of recruiting Candidates for Clients in permanent, temporary or contract positions. Hood & co acts in the capacity of an Agent for its Clients and is not deemed to be the employer of the Candidates referred for Positions.

2. PROVISION OF SERVICES:

- 2.1. Upon receipt of a validated job order from the Client, Hood & co will start sourcing suitable candidates for the Client.
- 2.2. The standard services include:
 - 2.2.1. Noting and consulting on the position requirements and company culture.
 - 2.2.2. Coordinating and setting up interviews on behalf of the client.
 - 2.2.3. Conducting all risk assessments (criminal check & references where applicable).
 - 2.2.4. Manage the candidates offer and regret candidates on behalf of the client.

3. CLIENT LIABILITY:

- 3.1. In the event where a Client requests from Hood & co to provide Recruitment Services, the client will become liable for a placement fee once a candidate, introduced by Hood & co, commences employment, becomes an agent or partner within 12 (twelve) months of referral date, in any capacity or position (trial, contract or permanent basis) within the Client, its affiliated companies or any company to whom the Client in turn introduces the candidate. The engagement of a Hood & co candidate will be deemed to be an acceptance of all the terms and conditions as stated in this Agreement.

4. INVOICING & PAYMENT:

- 4.1. Accounts not settled in full within this period, will accrue interest and any guarantee period will be withdrawn.
- 4.2. Hood & co reserves the right to charge interest immediately should payment not be made as aforementioned, at the maximum overdraft lending rate plus 2.5% (two and a half percent) charged from time to time by Hood & co's registered bank, as certified by a manager of the bank, whose appointment and authority it shall not be necessary to prove, or the interest rate as prescribed by law, whichever is the higher.

- 4.3. Any query regarding an invoice must be received in writing by Hood & co, within 28 days of date of invoice, failing which it is deemed that the client has completely accepted the correctness of the invoice.
- 4.4. 15% VAT will be added to all fees charged.

5. THE HOOD & CO GUARANTEE:

- 5.1. Hood & co must be notified of the resignation or release immediately and this is to be confirmed in writing within 7 (seven) days (unless otherwise agreed).
- 5.2. Once notice is received, Hood & co is then afforded 30 (thirty) days exclusivity to replace the candidate for the same position.
- 5.3. In the instance that Hood & co cannot replace the position within 30 (thirty) days, the exclusivity of the position expires, and the Client may use alternative means to replace the position.
- 5.4. Notwithstanding clause 5.3 Hood & co reserves the right to continue working the position and only if the Client then finds a suitable replacement through alternative means will Hood & co credit and refund the client in full.
- 5.5. It is further specifically recorded that should the Client in the process of replacement change the job description and requirements, a credit will be passed against the client's account. No refund will be paid.
- 5.6. In the instance where Hood & co has successfully replaced the candidate, and there is a fee difference between the first candidate and the replacement candidate, Hood & co will pass a credit note and refund or invoice the difference.
- 5.7. In the event where Hood & co cannot successfully replace the candidate, Hood & co will credit the client account and refund the full placement fee.
- 5.8. The Hood & co guarantee does not apply if the termination is a result of an occurrence that is outside of Hood & co's and/or the candidate's control. This includes, but is not limited to:
 - 5.8.1. The Client's failure to successfully integrate the candidate for reasons such as unfavorable working conditions or the environment not being conducive to the candidate being able to do their job.
 - 5.8.2. Redundancy or retrenchment.
 - 5.8.3. Elimination of the position or an unfair dismissal.
 - 5.8.4. A substantial change in the job description or reporting structure.
 - 5.8.5. The client's breach of either this agreement or their employment contract with the candidate.
 - 5.8.6. Any verbal agreement with the candidate which material alters the candidate's position.
 - 5.8.7. A change in the client organisations ownership.
 - 5.8.8. Force majeure, political unrest, work permits, visa conditions, or cultural differences.
- 5.9. The Hood & co guarantee does not apply should the Client elect to engage the candidate on a contract basis where the duration of the contract is less than 12 months.

6. PROVISIONS:

- 6.1. Whilst every care is taken by Hood & co and every endeavor has been made regarding assessing the capabilities, competence, and honesty of candidates to meet the Client's requirements, Hood & co cannot give a warranty in this regard, nor can Hood & co accept any responsibility of any nature whatsoever and howsoever it may arise for the nature of employees introduced by Hood & co or for any damage howsoever arising from any action of candidates introduced by Hood & co.