



RECRUITMENT SERVICES AGREEMENT

between

(the “Client”)

and

RMV SOLUTIONS (PTY) LTD

(Registration Number: 2024/175823/07)

(the “Recruiter”)

Date: _____

Client registered name	
Registration number	
Physical / registered address	
Authorised representative	

RMV Solutions (Pty) Ltd provides recruitment and candidate introduction services. The Client wishes to appoint RMV Solutions, on a non-exclusive basis, to source, screen and introduce suitable candidates for vacancies communicated to RMV Solutions from time to time.

The Parties therefore agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context indicates otherwise:

1.1.1 “Agreement” means this Recruitment Services Agreement together with any written schedules or addenda signed by the Parties.

1.1.2 “Associated Company” means any holding company, subsidiary, affiliate, related entity or division of the Client.

1.1.3 “Candidate” means any applicant, job seeker, employee, contractor or consultant introduced or presented by the Recruiter to the Client.

1.1.4 “Commencement Date” means the date on which a Candidate commences employment, consultancy or any other engagement with the Client or an Associated Company.

1.1.5 “CTC” means the Candidate’s guaranteed annual cost to company at the Commencement Date, including guaranteed basic salary, fixed allowances and guaranteed employer contributions, but excluding discretionary bonuses, unguaranteed commission, overtime, share incentives and reimbursive expenses.

1.1.6 “Introduction” means the written submission by the Recruiter to the Client of a Candidate’s CV, profile, name or other identifying information for the purpose of possible employment or engagement.

1.1.7 “Position” means the role or vacancy in respect of which the Recruiter is instructed to source Candidates.

1.1.8 “Guarantee Period” means the period of 90 (ninety) calendar days commencing on the Candidate’s first day of employment.

1.2 Words importing the singular include the plural and vice versa. References to a person include a natural person, company, close corporation, trust, partnership or other legal entity. Headings are for convenience only and do not affect interpretation.

2. APPOINTMENT AND SCOPE OF SERVICES

2.1 The Client appoints the Recruiter, on a non-exclusive basis, to identify, source, screen and introduce suitable Candidates for Positions communicated by the Client from time to time.

2.2 The Recruiter will use reasonable skill, care, experience and commercial efforts in performing the services, but does not guarantee that a suitable Candidate will be identified for every Position.

2.3 The Recruiter may use its own recruitment network, advertising channels, databases and lawful third-party service providers in order to source Candidates, provided that such use remains subject to confidentiality and data protection obligations.

3. CLIENT INFORMATION AND OBLIGATIONS

3.1 To enable the Recruiter to perform the services, the Client must provide accurate and timeous information regarding each Position, including the job title, duties, reporting structure, remuneration, benefits, location, working hours, notice requirements, commencement expectations and any legal or operational requirements relevant to the role.

3.2 The Client must promptly advise the Recruiter of any change to the scope, remuneration, requirements or status of a Position.

3.3 The Client warrants that it has the authority to recruit for the Position and to instruct the Recruiter in relation to the Position.

3.4 The Client must conduct its own final assessment and decision-making process regarding any Candidate and remains solely responsible for the ultimate appointment decision.

4. INTRODUCTIONS, PRIOR CANDIDATES AND CANDIDATE PROTECTION

4.1 An Introduction by the Recruiter remains valid for 12 (twelve) months from the date on which the Candidate is first introduced to the Client.

4.2 If the Client or any Associated Company employs, engages or contracts with a Candidate introduced by the Recruiter at any time during the 12-month introduction period, whether in the original Position or in any other capacity, the applicable fee set out in clause 5 becomes due and payable.

4.3 If the Client believes that a Candidate had already been actively known to, or introduced to, the Client before the Recruiter's Introduction, the Client must notify the Recruiter in writing within 5 (five) business days after receipt of the Introduction and must provide reasonable documentary proof of the prior application or introduction.

4.4 A Candidate's presence on an historical database, without evidence of a genuine and active recruitment process within the preceding 6 (six) months, will not by itself constitute prior introduction.

4.5 If the Client fails to provide written notice and documentary proof within the period stated in clause 4.3, the Recruiter will be regarded as the effective introducing agency in respect of that Candidate.

5. FEES, INVOICING AND PAYMENT

5.1 For permanent placements, the Client will pay the Recruiter a placement fee equal to 9% (nine per cent) of the Candidate's guaranteed annual CTC at the Commencement Date.

5.2 The Recruiter will issue its invoice on or after the Candidate's Commencement Date. Unless otherwise agreed in writing, the invoice will be payable within 14 (fourteen) calendar days from the Candidate's Commencement Date.

5.3 Payment is regarded as received only once cleared funds reflect in the Recruiter's nominated bank account. Proof of payment or remittance advice does not by itself constitute receipt.

5.4 If any amount is not paid on the due date, the Recruiter may give written notice requiring the Client to remedy the default within 5 (five) business days. If the Client fails to remedy the default within that period, the Recruiter may suspend ongoing recruitment services and any replacement guarantee until the outstanding amount has been settled in full.

5.5 Overdue amounts will bear interest at the South African prime lending rate plus 2% (two per cent) per annum, calculated from the due date until the date of actual payment.

5.6 Fees are non-refundable except to the extent expressly provided for in clause 7.

5.7 If a Candidate introduced by the Recruiter is appointed by the Client following a fixed-term, probationary, temporary, consulting or other engagement structure that results in ongoing employment or continued engagement, the Recruiter will remain entitled to its placement fee calculated on the equivalent guaranteed annual CTC unless otherwise agreed in writing.

6. BACKGROUND CHECKS AND OUT-OF-POCKET EXPENSES

6.1 The Recruiter may arrange reference checks, criminal checks, qualification verifications, credit checks, identity checks or other background checks only where requested or approved by the Client, permitted by law and supported by the Candidate's consent or other lawful authority where required.

6.2 The scope and cost of any checks, travel, advertising, specialist testing or other out-of-pocket expenses must be approved by the Client in writing before such cost is incurred unless the Parties have already agreed in writing that a specific category of cost is included in the placement fee.

6.3 The Recruiter is not responsible for the accuracy, completeness or delay of information supplied by third-party verification providers.

7. REPLACEMENT GUARANTEE

7.1 Subject to full and timeous payment of the applicable placement fee, the Recruiter provides a 90 (ninety) calendar day replacement guarantee in respect of permanent placements.

7.2 If the Candidate's employment terminates during the Guarantee Period, the Client must notify the Recruiter in writing within 5 (five) business days after the termination date and must provide the reason for termination together with any reasonably requested supporting information.

7.3 Where the guarantee applies, the Recruiter will conduct 1 (one) replacement recruitment process for the same or substantially similar Position at no additional placement fee, provided that the replacement role has substantially the same duties, seniority, location, remuneration, reporting line and employment conditions as the original Position.

7.4 If the Recruiter is unable to secure a replacement Candidate who commences employment within 60 (sixty) calendar days after receiving a valid replacement instruction, the Recruiter will issue a credit note equal to the original placement fee. Such credit note will be valid for 12 (twelve) months from the date of issue, may be used against 1 (one) future permanent placement and is not redeemable for cash.

7.5 The guarantee does not apply where the termination results from retrenchment, redundancy, restructuring, business closure, operational requirements, disability, death, unfair dismissal, a material change to the role or remuneration, breach of the employment agreement by the Client, unreasonable working conditions or any circumstance beyond the Recruiter's reasonable control.

7.6 The guarantee further does not apply where the Client withdraws or freezes the vacancy, materially changes the role, appoints another person, fails to cooperate reasonably with the replacement process, or unreasonably rejects suitably qualified replacement Candidates.

7.7 If the Client is in payment default, the guarantee may be suspended in accordance with clause 5.4 and will be reinstated only once the account has been settled in full, provided the Recruiter has not cancelled the guarantee following a material or repeated breach by the Client.

8. CONFIDENTIALITY

8.1 Each Party must keep confidential all confidential business information, vacancy information, commercial information and Candidate information received from the other Party in connection with this Agreement and may use such information only for purposes related to the recruitment process and the performance of this Agreement.

8.2 A Party may disclose confidential information to its employees, directors, professional advisers and authorised service providers who require the information for a legitimate purpose related to this Agreement, provided that such persons are bound by appropriate confidentiality obligations.

8.3 The obligations in this clause do not apply to information which is lawfully in the public domain, lawfully known to the receiving Party before disclosure, lawfully received from an independent third party, or required to be disclosed by law, regulation or court order.

8.4 This clause survives termination of the Agreement.

9. PROTECTION OF PERSONAL INFORMATION

9.1 Each Party must comply with the Protection of Personal Information Act 4 of 2013 ("POPIA") and any other applicable data protection legislation in relation to personal information processed under this Agreement.

9.2 Unless otherwise agreed in writing, each Party acts as an independent responsible party in relation to the personal information that it processes for its own lawful recruitment, placement, employment, legal, compliance and administrative purposes.

9.3 Candidate personal information may be processed only for legitimate recruitment and employment-related purposes and may not be sold, disclosed to unauthorised persons or used for unrelated marketing.

9.4 Each Party must implement reasonable and appropriate technical and organisational safeguards to protect personal information against loss, damage, unauthorised destruction, unlawful access or unlawful processing.

9.5 Where either Party becomes aware of unauthorised access to, acquisition of or disclosure of personal information received from the other Party, it must notify the other Party without undue delay and must cooperate in investigating, mitigating and addressing the incident and any legally required notifications.

9.6 Each Party must retain personal information only for so long as reasonably necessary for the relevant purpose or as otherwise required or permitted by law.

10. WARRANTIES AND AUTHORITY

10.1 Each Party warrants that it has the necessary authority and legal capacity to enter into and perform this Agreement.

10.2 The Recruiter acts as an independent contractor and nothing in this Agreement creates a partnership, joint venture, agency, employment relationship or authority for the Recruiter to bind the Client.

10.3 The Client remains solely responsible for interviewing, selecting, appointing and employing any Candidate and for complying with all employment, tax, immigration, labour, licensing and statutory obligations arising from the appointment.

10.4 The Recruiter does not warrant or guarantee the continued employment, conduct, performance, honesty, solvency or suitability of any Candidate beyond the reasonable recruitment processes undertaken by the Recruiter.

11. LIMITATION OF LIABILITY

11.1 The Recruiter will not be liable for losses arising from a Candidate's acts, omissions, dishonesty, negligence, misconduct, poor performance or failure to commence employment, except to the extent that such loss is directly caused by the Recruiter's fraud, wilful misconduct, gross negligence or material breach of this Agreement.

11.2 To the maximum extent permitted by law, the Recruiter's aggregate liability arising from or in connection with a particular placement will not exceed the placement fee actually paid to the Recruiter in respect of that placement.

11.3 Neither Party will be liable to the other for any indirect, consequential or special loss, including loss of profit, loss of opportunity or loss of business, except where such exclusion is prohibited by law.

11.4 Nothing in this Agreement excludes or limits liability where such exclusion or limitation is not permitted by law.

12. DURATION AND TERMINATION

12.1 This Agreement commences on the date of signature by both Parties or on the date on which the Client accepts these terms in accordance with clause 16, whichever occurs first.

12.2 This Agreement continues until terminated by either Party on 30 (thirty) days' written notice to the other Party.

12.3 Either Party may terminate this Agreement with immediate effect by written notice if the other Party commits a material breach and fails to remedy that breach within 10 (ten) business days after receiving written notice requiring it to do so, or if the other Party is insolvent, enters business rescue, liquidation or a similar process.

12.4 Termination of this Agreement does not affect accrued rights, existing payment obligations, or any clause which is intended to survive termination, including clauses relating to confidentiality, data protection, liability, dispute resolution, Candidate introductions and fees.

13. NOTICES

13.1 Any formal notice under this Agreement must be in writing and may be delivered by hand, courier or email to the addresses most recently notified by the relevant Party in writing.

13.2 A notice delivered by hand will be regarded as received on the date of delivery. A notice sent by courier will be regarded as received on the 2nd (second) business day after dispatch. A notice sent by email will be regarded as received on the 1st (first) business day after transmission, unless the sender receives a delivery failure notification.

13.3 For purposes of formal notice, the Parties' details will be the details stated in this Agreement or such updated details as a Party may notify to the other in writing.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This Agreement is governed by the laws of the Republic of South Africa.

14.2 If any dispute arises out of or in connection with this Agreement, the Parties must first attempt in good faith to resolve the dispute by negotiation between authorised senior representatives within 10 (ten) business days after written notice of the dispute is given by one Party to the other.

14.3 If the dispute is not resolved by negotiation within the period referred to in clause 14.2, either Party may institute proceedings in any court of competent jurisdiction in South Africa.

15. GENERAL

15.1 This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions, proposals and understandings relating thereto.

15.2 No amendment, variation, consensual cancellation or waiver of any provision of this Agreement will be effective unless reduced to writing and signed by both Parties.

15.3 A failure or delay by either Party to enforce any provision of this Agreement does not amount to a waiver of that provision or any other right.

15.4 If any provision of this Agreement is found to be invalid, unlawful or unenforceable, that provision will be severable from the remainder of the Agreement, which will remain in full force and effect.

15.5 Neither Party may cede, assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed.

15.6 This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same agreement.

15.7 Electronic signatures, scanned signatures and signatures transmitted electronically will be treated as valid for purposes of execution of this Agreement.

16. ACCEPTANCE

16.1 This Agreement becomes binding when signed by both Parties or when, after receiving these terms, an authorised representative of the Client instructs the Recruiter in writing to commence recruitment services or proceeds to interview, offer employment to or appoint a Candidate introduced by the Recruiter.

16.2 The person signing or accepting this Agreement on behalf of the Client warrants that he or she is duly authorised to do so.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorised representatives.

For and on behalf of the Client	For and on behalf of RMV Solutions (Pty) Ltd
Name:	Name:
Designation:	Designation:
Signature:	Signature:
Date:	Date:
Place:	Place:

CLIENT CONTACT DETAILS

Department	Contact Name	Email / Contact Number
Human Resources		
Accounts		