

CareerCare-SA



Permanent Employee General Terms and Conditions

as of: _____, (date)

Prepared for: _____. (Client)

CareerCare-SA provides professional recruitment services for permanent placements. By signing these Terms and Conditions, the Client accepts and agrees to all provisions herein.

1. Introduction of Candidates

- 1.1. If a Candidate introduced by CareerCare-SA is employed by the Client within 12 months of introduction, the Client shall be liable for the applicable placement fee.
- 1.2. The Client must immediately notify CareerCare-SA if a referred Candidate approaches them directly.
- 1.3. Failure to report a Candidate's appointment before engagement will result in automatic invoicing and forfeiture of any guarantee.
- 1.4. The Client may not directly contact or solicit Candidates introduced by CareerCare-SA for employment or confidential information.

2. Fees and Payment

- 2.1. All fees are payable within seven (7) days of invoice, without deduction or set off.
- 2.2. Late payment nullifies any applicable guarantee.
- 2.3. The Client shall be liable for all legal costs incurred by CareerCare-SA for fee recovery.
- 2.4. This Agreement is governed by South African law, with jurisdiction in the Gauteng Magistrate's Court.

3. Reference Checks

CareerCare-SA conducts references, qualifications and criminal checks only upon the Client's written request and with Candidate consent.

4. Liability and Indemnity

CareerCare-SA is not liable for any direct, indirect, or consequential losses arising from a Candidate's conduct, negligence, or non-disclosure; inaccurate information provided by a Candidate or referee; or recommendations made in good faith. Liability is limited to the total placement fee paid by the Client. The Client indemnifies CareerCare-SA against all third-party claims related to the services provided.

5. Placement Fees

- 5.1. The permanent placement fee is 12% of the Candidate's annual total cost to company (TCTC), excluding VAT.
- 5.2. For TCTC of R120,000 or less, a flat fee of R15,000 applies.
- 5.3. Commission-only roles are subject to a once-off fee of R15,000 with no guarantee.
- 5.4. The salary package, consisting of a basic salary plus commission, is calculated as follows: 12% on the basic salary plus benefits (CTC), **plus** a once-off commission amount of **R8,000**.
- 5.5. The Client must provide CareerCare-SA with a signed employment contract confirming remuneration before commencement.

Note: Fees are based on the full package offered, not the basic salary only.

6. Guarantee

If employment ends within three (3) months, CareerCare-SA may provide one replacement Candidate at no extra charge, subject to full payment of the original fee, identical remuneration and skill requirements, receipt of the Candidate's signed employment contract before commencement, and the role not being redundant or affected by poor company practices. No refunds apply under any circumstances.

7. Replacement Discounts

If a suitable replacement is not found within 30 days and guarantee conditions are met:

- Termination in month 1: 50% discount on next invoice.
- Termination in month 2: 30% discount.
- Termination in month 3: 15% discount.

8. Client Responsibilities

The Client must provide clear job specifications and necessary documentation and inform CareerCare-SA immediately when a vacancy is filled, whether through CareerCare-SA or otherwise.

9. Confidentiality and Data Protection

All information shared is handled by the Protection of Personal Information Act (POPIA). Client data is used solely for recruitment purposes and treated as confidential. The Client warrants authority to share third-party information and must notify CareerCare-SA of any inaccuracies. All intellectual property created by CareerCare-SA remains its property until all fees are paid. This clause survives termination of the Agreement.

10. Assignment

Neither Party may transfer or assign rights or obligations under this Agreement without the other's written consent.

11. Definitions

Candidate – Individual introduced by CareerCare-SA.

Client – Employer engaging CareerCare-SA's services.

Company – CareerCare-SA (Pty) Ltd, Reg. No. 2016/131595/07.

Permanent Placement Fee – Fee payable for a permanent appointment.

POPIA – Protection of Personal Information Act, 4 of 2013.

BCEA – Basic Conditions of Employment Act, 75 of 1997.

For and on behalf of CareerCare-SA:

Signed at ___Pretoria___ on this day of ___, 202__.

Name: _____Chantal Hoole_____

Signature: __________

Designation: ___Company Owner_____

For and on behalf of the Client:

Signed at _____ on this day of _____, 2025.

Name: _____

Signature: _____

Designation: _____