

AESTHETIC PERSONNEL SERVICES

TERMS AND CONDITIONS FOR 2014

General

1. Interviewing or employment of a candidate referred by Aesthetic Personnel Services (Pty) Ltd in any capacity implies acceptance of our terms and conditions in its entirety as listed below.
2. Placement fees arise and become due for payment when the candidate introduced, commences employment in any capacity permanent, on a contractual, temporary, consultative or in any other capacity whatsoever agreed upon between you, the client and the candidate.
3. Should you introduce an Aesthetic Personnel Services candidate to any other third party, company, branch, subsidiary or associate within 12 (twelve) months of referral, Aesthetic Personnel Services have the right to invoice the client a placement fee should the candidate be employed by any of the above mentioned.
4. A candidate can be introduced either verbally, telephonically, electronically or in writing.
5. In the event that the candidate subsequently approaches the client directly, or if the candidate is introduced by any other third party or Agency, the full placement fee as stated, will become due and payable, as if the client had employed the candidate.
6. Should the client defer its hiring decision and the recommended candidate is hired within 12 (twelve) months of the referral day, Aesthetic Personnel Services is entitled to the full fee and will invoice accordingly.
7. The placement fee is based on the **annual total cost to company** offered to the prospective candidate irrespective of how the package might be structured.
8. The invoice will be generated on the starting date of the recommended candidate and is payable by the employer (client) and no charge is made to the candidate.
9. Should the client approach a staff member of Aesthetic Personnel Services with a job offer, or should a staff member refer themselves for a position, either permanently or temporarily within 12 (twelve) months of the staff member's termination date with Aesthetic Personnel Services it will be invoiced as per the normal fee structure.
10. Responsibility for final selection of a prospective candidate rests solely with the client, and Aesthetic Personnel Services is indemnified from damages that may arise as the result of the actions of any candidate introduced by Aesthetic Personnel Services.
11. Aesthetic Personnel Services presents all information in good faith and cannot be held responsible or liable for any fraudulent information, deeds and/or qualifications or misrepresentation of a candidate's particulars as presented.
Aesthetic Personnel Services does not accept liability for any information and/or misrepresentations made by the candidate to Aesthetic Personnel Services and/or their clients who later proves to be untrue, inaccurate or unfounded.

12. The client undertakes to treat all candidate information as confidential and that no reference checks (present or past employers) will be conducted unless written permission is first obtained from Aesthetic Personnel Services or consent granted by the candidate.
13. Full payment of our invoice must be received within 30 (thirty) working days of the successful candidate commencing employment with the clients company, to qualify for the guarantee. Aesthetic Personnel Services reserves the right to conduct a credit check on prospective clients and the client herewith duly authorizes any such action by Aesthetic Personnel Services.
14. The address stated on the client's invoice will be deemed to be the domicilium citandi et executandi of the client.
15. No alterations or amendments to these terms and conditions shall be contemplated unless agreed upon, put in writing and signed by both parties.
This agreement supersedes any prior agreement between the parties.

Guarantee / Validation of Guarantee

16. The placement fee must be paid **within 30 (thirty) days** of the candidate's starting date to validate the relevant guarantee.
17. It remains the client's full responsibility to ensure that Aesthetic Personnel Services has received the payment for the placement within 30 (thirty) days from starting date of the candidate.
18. In the event of clients choosing to make use of a delivery or postal service to effect payment, especially to validate guarantees, such services will be deemed to be the agent of the client.
19. On validation Aesthetic Personnel Services offers a **3 (three) month guarantee** from the date that the candidate commenced employment with the client.
20. In the event that the applicant (candidate) is no longer employed by the client, Aesthetic Personnel Services must be advised in writing, within 5 (five) working days.
21. The guarantee, relating to the replacement of staff within the guarantee period, is not valid in the case of retrenchment, company relocation, operational requirements, redundancy, misconduct, dismissal or an unfair labour practice affected by the client.

Replacement of Employee (Candidate)

22. Should an employee resign within the guarantee period Aesthetic Personnel Services will endeavour to provide/find a suitable replacement within 3 (three) months (from date of notification to Aesthetic Personnel Services) free of charge or a 50% credit to be used on any future permanent placements of a similar nature within 12 (twelve) months of above mentioned notification, provided that Aesthetic Personnel Services is notified by the client within 5 days of such a decision and the Invoice has been paid within 30 days. Aesthetic Personnel Services will endeavour to find a comparable replacement, providing that the job specification does not alter.
23. Should the client choose not to make use of the services of Aesthetic Personnel Services for the replacement of a candidate, only the 50% credit on a future placement within 12 months will apply.

24. Placement Fees (exclude 14% VAT) and Payment

Monthly Salary	Placement Fee	Guarantee Period
Up to R9 999 per month	10% plus VAT	90 Days
R10 000 and above	12% plus VAT	90 Days

Annual total cost to company

25. The total annual cost to company is defined as the sum of all guaranteed remuneration i.e. salary, bonuses, cash allowances, car allowances, etc.

Legal Costs

26. The client shall be liable for all legal costs between attorney and own client including collection charges incurred by Aesthetic Personnel Services, in the receipt of fees and any other costs owing by you to Aesthetic Personnel Services.
27. Interest will be charged on all overdue accounts after 30 (thirty) days of date of invoice, which will be calculated at between 19% to a maximum of 22%. These percentages will be subject to legislation applicable at the time of the calculation.

Review of “Terms and Conditions”

28. Aesthetic Personnel Services reserves the right to review and/or amend the Terms and Conditions annually. The client will be supplied with any such amendment in writing in advance to the amendment being implemented.

I, the undersigned, accept the above Terms and Conditions and warrant the authority to sign on behalf of the company and accept responsibility for payment of any placement fees.

_____	_____	_____
Company Name	Name and Surname	Designation
_____	_____ / 2014	
Signature	Date	

Thank you for giving us the opportunity to assist in providing you with the solution to your staffing needs, we believe in value adding service and will endeavour to deliver accordingly.