**SHAMZA CONSULT COMPANY LTD**

**Always there for you**

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**Terms and Conditions of Clients**

In case of a permanent of fixed term or temporary recruitment

1. All the tasks accepted by this recruitment company shall be governed by the present terms and conditions. Unless the company expressly accepts the clients conditions in writing, the present terms and conditions supersedes all the other terms and conditions in the event of a conflict whatsoever.

2. The client must duly and diligently respect our job candidate(s) and or staffs –employees. In case of a conflict between our job candidate(s) and the client, the client should report to the secretary of the company-recruitment company either in writing or via electronic means.Failure to which attracts a harsh penalty from the company.

3. The client shall fill out the company’s form with his or her personal information which shall be protected by the company whatsoever for use by the company as part of the recruitment process.

4. All the payments agreed upon by both the company and the client shall only be paid t the company by the stated medium; in this case, it is only via the mpesa/ airtel money and or bank account.

5. The client shall clearly state the type of job he or she wants the company’s job candidate(S to perform.

6. The client shall only work with the set working timeframe of the company as a way of ensuring that the job candidates shall only perform their specified tasks to completion as directed.

7. The client shall not enter into any personal agreement with the job candidate(s) besides the one set by the company. The company shall neither recognize nor honor such kind of backdoor agreements and there consequences whatsoever.

8. Any new request by the client after the task is in progress shall only be made to the company either via writing or the electronic means to the secretary of the company and also highly influences the setting of new charges by the company to the client.

9. The client shall assure the company of its job candidate’s safety and security while performing their tasks. He/she will be fully liable to the breach against this with the exception of a substantial proof of job candidate’s recklessness in handling his or her job.

10. Any hospitality related services offered to the job candidates willingly amongst them, food and gifts will not be an influence on the agreed upon payment between the company and the client whatsoever.

11. If the client requests for another different task besides the one agreed upon by the company, then, it shall automatically be counted as a different job with its own payment.

12. The client should first pay for the service(s) to be offered by the company before our job candidate(s) take on the task to completion for efficiency and as a foster of good relation between the company and the client.

13. The client should first meet and or interview the job candidate about the task to be performed before he or she carries to the task for further clarity about that particular task.

14. If our job candidate(s) does not stay much longer and or does not hold the task to completion, then, the company will need to reimburse part of the fee and or find a suitable replacement within a reasonable time: the fee to be reimbursed greatly varies with the nature and percentage of the task performed.

15. If the job advertised by our client turns out to be different from the one previously advertised, then, the company will find a replacement within a reasonable period or retain a portion of the fee agreed upon (as long as the task is within our service range; If the task or job is immoral or unethical then there will be no refund to the client)

16. Our client cannot hire any job candidate(s) introduced to them by our company within six months right from the time of introduction: unless they pay for the set recruitment fee and or fine by the company which varies with the nature of the job and the seniority of the position.

17. In case the client hires a job candidate within six months from the time our company did the introduction without consulting us as stipulated in our terms and conditions, then, he/she will have to pay the set recruitment fees and or fine by company, but the company shall not be liable whatsoever to any lose, damage or dispute of any nature that may arise.

18. In case there arises proven claims of harassment of any nature or kind to our job candidate(s) by the client, then, the job or contract shall be terminated immediately without any refund or reimbursement at all, and a legal action shall be taken against the client to the latter.

19a.The company shall use its best efforts to ensure the aptitude of the job candidates introduced to the client, and to maintain a high quality of service and integrity, but it does not guarantee expressively or implicitly the aptitude of the job candidates introduced to the client.

b.This also highly applies to the integrity of our job candidates; the client ought to highly safeguard his/her property especially those sensitive and easily portable like money,jewelery and such.

20.The company shall use its best efforts to honor the agreement but refrain from a commitment to deliver the anticipated results from the job candidates

21.The company is not liable to the client for any damage, loses, expenses, and disputes/spending suffered or incurred by the client in connection with the recruiting or hiring of job candidates by the client.

22. The client will:

1. Comply and procure that its employees comply with all applicable laws, rules and regulations relating to anti-bribing and corruption, and commits that neither it nor any of them has or will offer, promise, give or agree to give any person or accept, or agree to accept from any person, whether for itself, or on behalf of another, any gift, payment, consideration, facilitation payment, financial or non-financial advantage or benefit of any kind which is illegal or corrupt under the laws of any country (together a “bribe”), directly or indirectly in connection with this agreement or any other agreement existing now or in the future with the company .
2. Promptly report to the company’s consultant secretary any request, demand or offer for any bribe in connection with the performance from this agreement; (the “anti-corruption obligation”).
3. The client shall immediately disclose in writing to the company’s secretary of details of any breach of anti-corruption obligation. This is an ongoing obligation.
4. In case an industrial injury occurs to a temporary employee, the client, after having taken all emergency measures, will immediately inform the company, and will provide it with all the necessary information for the establishment of an accident statement. In case of lateness or lack of respect of these obligations, the client may be then directly liable.
5. The client is solely responsible for returning the signed customer contract and for (ensuring) the return of the completed and signed performance reports. In case of non-compliance, the client may not invoke the lack of signatures to the detriment of the company, and the company will charge the client the services really accomplished by the temporary, the minimum being the services agreed in the contract.

23. The client should kindly adhere to all other directives to the latter from the company management for efficiency.Failure to which a harsh penalty shall be set against them.

1. The client must verify the authenticity of the agent in his/her operational market/region, either by checking on the company’s website for his/her name, or call the company’s secretary via the contacts on the website or business card, failure to which the company will not be liable for any lose, damages and disputes that may arise.