

You are: (Name) Reginald Quarcoo Bossman  
hereinafter referred to as "you" and "your"

Physical Address: 93 horbill avenue centurion rooihuiskraal

ID Number: H2080646 Email Address: reggiestain@gmail.com

Work Number: \_\_\_\_\_ Cell Number: 0784450830 Home Number: \_\_\_\_\_

Special Conditions (if any)  
\_\_\_\_\_  
\_\_\_\_\_

Alternative Contact Person: (Name) Luthando Contact Number: 0634514881

#### WHEREAS

- Tumaini Consulting is in the business of providing services to locate work for Candidates registered on our candidate Database. We introduce Candidates to our Clients with the view to arrange Employment for the Candidate by a Client.
- You are seeking work, you have provided us with your details to be registered on our Candidate Database, and you have instructed us to locate work for you.
- We are prepared to provide work-finding services on the Terms and Conditions, which you accept.

#### NOW IT IS AGREED

In consideration of the mutual obligations set out in these Terms and Conditions we shall provide the services and you accept the services on the Terms and Conditions as set out below. You may confirm your acceptance of these terms by signing the same below, or by email or by fax or by a request by you for us to provide services to you at any time after you have received these Terms and Conditions.

#### TERMS & CONDITIONS:

##### Definitions:

**Candidate** - a person seeking to use our services for locating work;

**Candidate Database** - our register of Candidates, which may include your personal details;

**Client** - a client of ours with which we have entered into a Service Level Agreement, or such similar agreement, or from whom we have accepted a fee within the last six (6) months, and the Client will include any third party with whom we have a relationship of any kind as a client, or potential client, who may be interested in employing you, or does employ you, or who may wish to utilize your services in any way;

**Employment** - an engagement with a Client after having signed a document which may include, but is not limited to, a contract of service, offer of employment or such similar agreement;

**Leave employment** – a) When you terminate your employment with the Client before completing three (3) months employment with the Client.

b) When the Client terminates your employment due to your violation before completing three (3) months employment

**Tumaini Consulting** means **Tumaini Consulting (Pty) Ltd** herein referred to as "we", "us", "our", "ourselves" and/or

**Tumaini Special Conditions** - those terms, if any, set out above;

**Terms and Conditions** - the terms and conditions herein which are subject to the definitions;

**Work Types** - the types of work we will seek to find for you, as set out above, or such other work that we may from time to time consider may be of interest to you.

**Days** – calendar days

**Personal Information** - information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to –

- information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- information relating to the education or the medical, financial, criminal or employment history of the person;
- identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person;
- the blood type or any other biometric information of the person;
- the personal opinions, views or preferences of the person;
- correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- the views or opinions of another individual about the person; and
- the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

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- i) You hereby consent that the abovementioned information must be obtained and used for the specific benefit of the Company's service in order to insure the best candidates.

**Work Finding Service:**

1. We shall provide a work-finding service to you, which we agree to provide free of charge, as follows:
  - a) we may whilst your details are registered on the Candidate Database from time to time and at our sole discretion search for opportunities for you to become employed by a Client who requires work of the type and nature set out in the Work Types and when we consider we have found an opportunity that may be suitable we may inform you of this opportunity;
  - b) after you have been informed of the name of the Client, the nature of the position, key performance areas, hours, salary and benefits and you have given your express permission for us to represent you at that specific Client or type of client for that specific vacancy, we may submit your details to that specific Client and arrange an interview for you to meet that specific Client and assist you in concluding any negotiations;
  - c) we offer no guarantee that an opportunity we inform you of will be capable of being progressed;
  - d) should a Client wish to employ you for any work not within the Work Types, or there is an opportunity for temporary work of any kind, we may inform you of such opportunity and the terms proposed;
  - e) in providing the service set out in this clause we are operating as an employment agency.

**Other Services:**

2. If we offer any other service in respect of which Special Terms are set out, we shall provide that service in good faith and shall comply with our obligations as set out in the Special Terms.

**Exclusivity:**

3. You accept and acknowledge that you have given us seven (7) days exclusivity (sole mandate) to search for opportunities for you to become employed by a Client who requires work of the type and nature set out in the Work Types. The exclusivity shall be limited to specified Clients, to whom we shall submit your application within seven (7) days of signature of this agreement, failing which you can approach any other agency but you will remain registered on our Candidate Database.

**Your Obligations:**

4. In consideration of our agreement to maintain your registration on our Candidate Database and to provide a work-finding service as set out in clause 1 you:
  - a) shall provide us with a comprehensive, and accurate curriculum vita, and if we shall request it, proper evidence of your entitlement to work in South Africa and any qualifications or certificates that are referred to in your curriculum vitae or otherwise disclosed by you;
  - b) hereby authorize Tumaini to submit your CV to prospective employers, after contacting me and describing the nature of the position/s, the type of clients and/or client's/s names and relevant details they have relating to the job opportunity including the name of client, title and nature of the position, key performance areas, hours, salary, benefits, etc;
  - c) shall provide us with any information relevant to the decision of a Client to engage you including information that may result in the best interests of a Client being affected in any way (including charges for criminal offences);
  - d) Consent to our use of all information and documents we obtain, either from you or from any other party relating to you, for the purpose of locating work for you, including the provision of such information and documentation to a Client or Clients, but you may withdraw this consent by notice in writing to us at any time, and thereafter we shall only provide such information and documents where required by law;
  - e) agree that clause 4.d) shall apply to information received by us both before and after commencement of your Employment with a Client;
  - f) authorize us to contact any of your former employers to furnish their record of your services, your reason for leaving their employ, together with all information they have concerning you that is pertinent to us carrying out our work-finding service, whether on record or not;
  - g) authorize us to undertake verification checks on you that may include credit and criminal record checks;
  - h) shall keep us updated with any information we reasonably request whilst we maintain your registration on our Candidate Database, at all times act in good faith towards us and a Client, and advise us if you wish your registration on our Candidate Database to be removed;
  - i) agree that if we should provide you with information containing details of a Client you will inform us promptly if, within 12 months of the provision of that information, you take up Employment, either directly or indirectly, with such Client, or any person connected with the Client, together with details of the Employment.
  - j) Consent to undergo a polygraph test, on request, in order to verify adherence to the terms and conditions set-out in this agreement.

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**Your Warranties:**

5. You warrant that:
- a) any curriculum vitae and information you provide under clauses 4.a) is full and accurate in all material respects but you recognize:
    - i. that a Client may withdraw an opportunity at any time before you have formally agreed to become employed by such Client; and
    - ii. whilst we shall endeavour to obtain accurate information from a Client whether as to a role or the nature of the work or otherwise we accept no liability for information we have passed to you in good faith and cannot guarantee the accuracy of such information.

**Your Default**

6. You agree that should you breach this agreement by *inter alia*, either not taking up Employment after signing (therefore accepting) an offer of employment from our client or you leave the client before completing three (3) months employment with the Client ("you default") you will be in breach of this agreement and liable for:
- a) payment of a penalty amount (equal to 10% of your annual total cost to company as specified in your contract of service entered into with the Client);
  - b) attorney and client legal fees incurred due to your breach and
  - c) Interest to be charged from ninety (90) days at a rate of 2.5% per month.

You have read and understood the abovementioned clause 6. RQ Initial.

7. We will not be entitled to claim a penalty as set out above in the following circumstances: In the event of your default being as a result of your health or as a result of a provision contained in legislation preventing you from taking up Employment.

**Indemnity**

8. You agree to indemnify and hold us (including our respective officers, directors, employees and/or agents) harmless against any and all claims, actions or proceedings that may be instituted against us as a result of, *inter alia*, your breach of this Agreement, your Employment or any misrepresentation made by yourself to us and/or a client.

**General**

9. It is further agreed that:
- a) whilst we shall at all times act in good faith, we may remove your registration from our Candidate Database at any time, and we have no obligation to provide you with information or any service other than as specifically, and to the extent, stated in this agreement or required by law;
  - b) we do not guarantee that any work will be found and we do not accept any liability if we do not locate any such work for you, nor do we guarantee that any work found will be suitable for you;
  - c) we shall not be liable for any loss or damages:
    - i. arising out of any representation made by a Client to you, or by us to you deriving from inaccurate information provided by a Client to us;
    - ii. for any action, delict or breach of contract by a Client;
    - iii. if work found for you is not suitable
    - iv. for any failure by us to provide any information or service save to the extent strictly required by law;
    - v. arising from any person making use of confidential information furnished by you to us, unless such confidential information has been obtained as a result of our gross negligence. We shall however endeavour to treat as confidential, information that is provided to us by you;
  - d) this agreement will continue until terminated on one week's written notice by one party to the other;
  - e) this agreement is the sole agreement between you and us, supersedes any previous agreement between you and us relating to our services, and may not be varied save by agreement of both you and us (whether orally or otherwise) and confirmed in writing by us and signed by our authorised officer. This agreement may not be varied save by agreement in writing by both parties
  - f) the Laws of South Africa govern this Agreement and the South African Courts have sole jurisdiction.

13/04/2017

Date:



Signed By: Candidate

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# Personal Credential Disclosure Form



## COMPANY DETAILS "Company"

To be completed by Company Agent

Company Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Agent Name: \_\_\_\_\_ Mobile No: \_\_\_\_\_

## CANDIDATE PERSONAL INFORMATION

Surname: Bossman  
Full Names: Reginald Quarcoo  
Maiden Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
ID Number / Identifier: 

H	2	0	8	0	6	4	6						
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Description of Identifier: Passport Number  
eg. South African ID Number, Zimbabwean Passport Number, etc.

## DEFINITIONS IN TERMS OF BELOW CONSENT

- ✓ "Candidate" means the person completing this document to be considered by the Company for purposes of employment/ continuation of employment;
- ✓ "Company" refers to MIE Client;
- ✓ "Consumer Credit Information" shall have the meaning ascribed to it in section 70 of the NCA;
- ✓ "FAIS Act" shall mean the Financial Advisory and Intermediary Services Act of 2002;
- ✓ "FSB" refers to the Financial Services Board;
- ✓ "NCA" shall mean the National Credit Act, No 34 of 2005, as amended from time to time, including any regulations made under the Act;
- ✓ "Personal Information" shall have the meaning ascribed to it in Chapter 1 of POPI and includes, but is not limited to a name, address, email address, telephone or fax number, fingerprints, criminal history and education or other personal credentials provided, or which is collected from the candidate or other third parties, before and/or during the background screening process and/or thereafter;
- ✓ "POPI" shall mean the Protection of Personal Information Act, No 4 of 2013, as amended from time to time, including any regulations made under the Act;
- ✓ "Privacy and Data Protection Conditions" refers to the 8 (eight) statutory prescribed conditions for the lawful Processing of Personal Information;
- ✓ "Responsible Parties" have meaning to the Company and MIE together, and "Responsible Party" any one of them;
- ✓ "Verification Information Suppliers" shall mean third parties acting on behalf of MIE, including, but not limited to, criminal record bureaus, credit bureaus, governmental bodies, and any educational, training, and fraud prevention organisations;

## CONSENT FOR THE USE OF PERSONAL INFORMATION

- ✓ I hereby authorize the Company's duly authorized verification agent, Managed Integrity Evaluation (Pty) Ltd ("MIE"), to access my Personal Information and conduct background screening checks including, but not limited to, credit, qualifications, employment references, criminal record, fraud prevention, ID verification and drivers' licence.
- ✓ I consent to requests for consumer credit information to be released for the below prescribed purposes only:
  - ✓ For employment in a position of trust and honesty and entails the handling of cash or finances;
  - ✓ Fraud prevention or detection.
- ✓ I understand that verification requests form part of the background screening process and:
  - ✓ That requests for credit information from Credit Bureaus will only be conducted under the regulations defined as per the NCA;
  - ✓ Data obtained from the FSB serve only for the purpose to determine the fitness and propriety as envisaged in the FAIS Act.
- ✓ I acknowledge that any Personal Information supplied to the Company is provided voluntarily and that the Company may not be able to comply with its obligations if the correct Personal Information is not supplied to the Company.
- ✓ I understand that privacy is important to the Responsible Parties and the Responsible Parties will use reasonable efforts in order to ensure that any Personal Information in their possession or processed on their behalf is kept confidential, stored in a secure manner and processed in terms of South African law and for the purposes I have authorised.
- ✓ I warrant that all information, including Personal Information, supplied to the Company is accurate and current and agree to correct and update such information when necessary.
- ✓ By submitting any Personal Information to the Company in any form I acknowledge that such conduct constitutes a reasonable unconditional, specific and voluntary consent to the processing of such Personal Information in the following manner by the Company and/or verification information suppliers:
  - ✓ Personal Information may be shared by the Company with MIE and may be further shared by MIE with the Verification Information Suppliers for verification or other legitimate purposes;
  - ✓ Personal Information may be shared by the Verification Information Suppliers with MIE and be further shared by MIE with the Company and MIE's other clients for purposes of continued or future employment or for other legitimate purposes as per the NCA;
  - ✓ Personal Information may be stored for a reasonable period by the Company, MIE and/or the Verification Information Suppliers, and
  - ✓ Personal Information may be transferred cross-border to countries, which do not necessarily have data-protection laws similar to South Africa, for verification or storage purposes. In any cross-border transfer of personal information the recipient will be notified of the need to protect the confidentiality of the personal information.
- ✓ I take note that if the Responsible Party has utilised the Personal Information contrary to the Privacy and Data Protection Conditions, I may first resolve any concerns with that Responsible Party. If I am not satisfied with such process, I have the right to lodge a complaint with the Information Regulator.
- ✓ A copy of Personal Information kept by the Responsible Parties will be furnished to me upon request in terms of the provisions of POPI or the NCA and I understand that I may dispute any information in the record provided.
- ✓ I unconditionally agree to indemnify the Responsible Parties, and Verification Information Suppliers, acting in good faith in taking reasonable steps to process my personal information lawfully, against any liability that may result from the processing of my personal information. This includes unintentional disclosures of such personal information to, or access by unauthorized persons, and/or any reliance which may inadvertently be placed on inaccurate, misleading, or outdated personal information, provided to the Company by myself or by a third party in respect of me.

  
CANDIDATE SIGNATURE

0784450830  
MOBILE NUMBER

13 / 04 / 2017  
DD MM CCYY

COMPANY AGENT SIGNATURE

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
DD MM CCYY

All signatories to this document agree that MIE will NOT be held liable for the content, factual correctness or accuracy of any Supplier Data supplied to MIE for the Company by MIE's suppliers. The Company and the Candidate hereby indemnifies and holds MIE harmless against any loss arising from neglect or damage in procuring, communicating or failing to communicate information to the Company.