



Humanising talent. Elevating visibility.

Lushia Van Buuren
Executive Director and Strategic Recruitment Coach

FEE STRUCTURE, GUARANTEE AND TERMS OF SERVICE

This Fee Structure is effective from the date this agreement is signed and supersedes all others.

CONTINGENCY FEE - PERMANENT POSITIONS

The fee is based on the candidate's total annual cost to company package. This includes all fixed monthly allowances, and other related tax benefits offered in addition to the fixed basic salary. Such allowances and benefits include profit share or shares, sign-on bonuses, thirteenth cheques offered in addition to the fixed total cost to company. The Employer's Medical Aid and Pension, Retirement and Provident Fund contributions are included in the total annual cost to company package.

PERMANENT PLACEMENTS

CTC (Total package)	% Total CTC	Guarantee Period
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R0 – R450 000	15%	90 days
R451 000 – R800 000	13%	90 days
R801 000 +	10%	90 days

CONTRACT PLACEMENTS * Any contract role with a duration of less than three (3) months will be billed as a minimum three-month contract period

CTC (Total package)	% Total CTC	Guarantee Period
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R0 – R450 000	20%	None
R451 000 – R800 000	15%	None
R801 000 +	12%	None

RETAINER (Embedded Talent Partner)

LVB Recruitment will act as an embedded Talent Acquisition Partner for the Client on a monthly retainer basis. This model provides the Client with priority access to recruitment services, dedicated sourcing capacity, ongoing talent engagement, and a reduced placement fee structure.

Monthly Retainer Fee

The Client agrees to pay a fixed monthly retainer fee of R60,000 (Sixty thousand rand) excl. VAT
This fee grants the Client access to dedicated recruitment services for up to five (5) active positions per month.



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The retainer fee is:

Non-refundable
Payable monthly in advance

Reduced Placement Fee Structure

In addition to the monthly retainer, a reduced placement fee will apply for each successful permanent placement made under this model.
Placement fees are calculated on the candidate's total annual Cost to Company at the following rates:

CTC (Total package)	% Total CTC	Guarantee Period
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R0 – R450 000	6%	90 days
R451 000 – R800 000	4%	90 days
R801 000 +	3%	90 days

PAYMENT TERMS

1. The client will be invoiced upon candidate's commencement and payment from client for permanent placement is to be made no later than 14 days of receipt of invoice.

2. Contract placements fees are to be paid within 14 days.

THE GUARANTEE

1. The client is invoiced on the candidate's commencement, and the guarantee is subject to the permanent placement fee being paid within 14 (fourteen) days of date of invoice.
2. If the guarantee is not validated in terms of point 1 above and the candidate leaves the client's employment within the guarantee period, the guarantee does not apply.
3. LVB's guarantee does not apply if the termination is a result of an occurrence that is outside of LVB's and/or the candidate's control. This includes, but is not limited to the client's failure to successfully integrate the candidate for reasons such as unfavorable working conditions or the environment not being conducive to the candidate being able to do their job, a layoff for economic reasons, elimination of the position, an unfair dismissal, a substantial change in the job description or reporting structure, the client's breach of either this agreement or their employment contract with the candidate, or any verbal agreement with the candidate, a change in the client organization's ownership or any other reasons beyond LVB's and/or the candidate's control, political unrest, work permits, visa conditions, or cultural differences.
4. Should the employee resign or be released for any reason other than redundancy or retrenchment or any reasons mentioned in point 3, within the applicable guarantee period and the guarantee has been validated (point 1), LVB will provide a replacement candidate. For the guarantee to be operative, LVB must be notified of the resignation or release immediately and confirmed in writing within 5 (five) days from date of resignation. From the date of confirmation, LVB is afforded 30 (thirty) days exclusively to replace the candidate for the same position subtracting the credit note value of the difference from the candidate.
5. LVB's guarantee will only apply in instances where the candidate is in possession of an employment contract; and where LVB has been furnished with a copy of the employment contract.
6. The client is afforded 90 (ninety) days, in total, to replace the position. After which time a credit note will become due.
7. As opposed to replacing the candidate, the client may wish to opt for a credit note. The credit note will be valid for a period of 1 (One) year from the candidate's last day of employment. It can be used against any fees as may become due to LVB in the 1 (One) year period.
8. The 90 day guarantee is calculated from the candidate's starting date.
9. Should a candidate placed by LVB be retrenched or made redundant during the guarantee period, the full placement fee is due.
10. LVB's guarantee does not apply should the client elect to engage the candidate on a contract basis where the duration of the contract is less than 12 months



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CREDIT NOTE PERCENTILES AS FOLLOWS

- | | |
|---|-----------------|
| • Within 30 days of commencement of employment | 60% credit note |
| • Within 31-60 days of commencement of employment | 40% credit note |
| • Within 61-90 days of commencement of employment | 20% credit note |

TERMS

Whilst every care is taken by LVB and every endeavour has been made with regard to assessing the capabilities, competence and honesty of candidates to meet the client's requirements, LVB cannot give a warranty in this regard, nor can LVB accept any responsibility of any nature whatsoever and howsoever it may arise for the fidelity of employees introduced by LVB or for any damage howsoever arising from any action of candidates introduced by LVB.

The engagement of a candidate introduced by LVB will be deemed to be an acceptance of our Fee Structure, Guarantee and Terms.

The placement fee becomes due for payment by the client when the candidate commences employment with the client's company or a party to whom the client introduces the candidate. The appropriate fee shall be charged and become payable in accordance with these terms, if any candidate introduced by LVB is engaged by the client, or by a party to whom the client introduces the candidate; on a permanent, temporary, contract, sub-contract, outsourcing, freelancing, business associate or partnership basis; within an 18 (eighteen) month period after the introduction. If a candidate is introduced for a position outside of South Africa or for relocation to South Africa, the abovementioned period shall be 24 (twenty four) months. These terms shall apply irrespective of whether or not the position and/or job contents are the same as those for which the candidate was originally introduced.

Should a job assignment be given to LVB as a contract assignment with a view to going permanent, LVB will charge an appropriate fee for the contract assignment period. No guarantee applies. Once the position becomes permanent, the client will in addition, be liable for the full fee based on the annual cost to company package. This fee will be calculated on the normal Fee Structure, Guarantee and Terms.

Should a permanent job assignment change to a temporary, contract, sub-contract, outsourcing or freelance assignment basis, regardless of the change, LVB will charge a permanent placement fee calculated on the total cost to company package as per LVB's normal Fee Structure, Guarantee and Terms.

If a job offer is made to a candidate and subsequently it becomes evident that the recruitment instruction came from a member of the client's staff who was not authorized to do so, the full placement fee becomes payable as per LVB's normal Fee Structure, Guarantee and Terms.

If the client's offer to the candidate is specified at a net salary package, LVB will calculate the gross package according to the current tax tables. The fee will therefore be based on that total cost to company package.

1. Should the client refuse LVB access to their written offer, the fee will be calculated on a 20% increase on the candidate's previous total cost to company package.
2. If a job offer is made to a candidate and is verbally accepted by that candidate, and the company, for whatever reason, later retracts the job offer, the full placement fee is payable to LVB.
3. If the client, without directly agreeing to engage a candidate introduced by LVB, introduces that candidate to any person or body, and should that other person or body subsequently engage that candidate on any basis (point 3), within 18 (eighteen) months, then the client will be liable for the placement fee just as if the client had engaged the candidate.
4. If, due to the client's breach of any of the terms, LVB is forced to institute any legal proceedings against the client then and in that event the client shall pay all tracing fees, legal costs and collection commission incurred by LVB on an attorney and own client scale.
5. In the event of a candidate completing a temporary assignment or work of any nature with a client, and subsequently accepts further work from the client in any capacity (as per point 3), LVB shall be entitled to charge a placement fee calculated as per our Fee Structure, Guarantee and Terms. Work in this sense is defined as work of any nature, whether direct indirect, temporary or through another labour broker. This fee shall prevail unless otherwise arranged in writing.
6. 15% VAT will be added to all fees charged.



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ACCEPTANCE

Client Designation: _____

LVB Recruitment Designation: _____

Client Name: _____

Consultant Name: _____

Client Signature: _____

Consultant Signature: _____

Reg Number: _____

Date: _____

VAT Number: _____

Invoice to be addressed to: _____

Date: : _____



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