

TERMS OF BUSINESS – TEMPORARY RECRUITMENT

This temporary Recruitment Agreement is made between InspHired Recruitment Solutions who is located at Block 8, Bryanston Gate Office Park, Bryanston, Sandton, 2191, South Africa, email: info@insphired.co.za ("the Recruiter") and the Client with details as set out in the client requisition form.

1. BACKGROUND

- 1.1 InspHired Recruitment Solutions, a "Temporary Employment Service" offers a service to its clients, which comprises the providing of an employee or employees of InspHired Recruitment Solutions for a temporary period, to the client for the purpose of performing duties on behalf and for the benefit of the client.
- 1.2 This contract will govern the working relationship between the parties for every assignment for which the client requests a temporary employee or employees of InspHired Recruitment Solutions.
- 1.3 The employees provided by InspHired Recruitment Solutions are, and will remain employees of InspHired Recruitment Solutions until this contract is terminated.
- 1.4 InspHired Recruitment Solutions will select the employees to provide the services to the client who InspHired Recruitment Solutions warrants are suitably qualified for performing the services required.

2. DURATION AND RENEWAL

- 2.1 This agreement shall be for a period of twelve (12) months.
- 2.2 The commencement date is
- 2.3 The parties shall be entitled to renew the agreement for a further period or periods of twelve (12) months on the same terms or terms otherwise agreed.
- 2.4 The party wishing to renew the agreement shall advise the other at least sixty (60) days before the expiry of the agreement. The parties must endeavour to agree to amended terms, if any, before the expiry date. Should the parties not be capable of agreeing to proposed amended terms, the agreement will be renewed except the rates as catered for in the annual costing on the same terms and conditions.

3. OBLIGATIONS OF INSPHIRED RECRUITMENT SOLUTIONS

- 3.1 InspHired Recruitment Solutions will provide suitably qualified employees to perform the work specified by the client under the supervision of the client. InspHired Recruitment Solutions will maintain control over the employees.
- 3.2 InspHired Recruitment Solutions will replace any employee who in the opinion of the client has failed to perform to the satisfaction of the client. InspHired Recruitment Solutions will endeavour to replace an employee who the client has requested to be removed from the client's site within 24 hours of the employee being removed from the site.
- 3.3 InspHired Recruitment Solutions will be responsible for payment to the employees of all wages in accordance with any minimum standards set by legislation or subordinate legislation. InspHired Recruitment Solutions will further be responsible for all lawful deductions from the employee's wages which includes income tax, trade union subscriptions, unemployment insurance etc.
- 3.4 InspHired Recruitment Solutions undertakes to comply with the requirements of the Compensation for Occupational Injuries and Diseases Act.
- 3.5 InspHired Recruitment Solutions will ensure that the employees fully familiarise themselves with the requirements and the specifications of the work to be performed and shall, with due skill and diligence and in a proper workmanlike manner carry out and complete the services as prescribed by the client.
- 3.6 Although InspHired Recruitment undertakes to take all reasonable steps to verify the information received from a candidate's curriculum vitae or information from any exchanges with the candidate, the Client and its affiliates indemnifies and holds the Recruiter, its licenses, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with its presentation of candidate to the client.

4. OBLIGATIONS OF THE CLIENT

- 4.1 The client will provide InspHired Recruitment Solutions with its requirements including the hours of work required by employees of InspHired Recruitment Solutions and any necessary qualifications.
- 4.2 To supervise the work of the employee in order to ensure that it is carried out to the satisfaction of the client, and to assist InspHired Recruitment Solutions in ensuring that InspHired Recruitment Solutions' employees are familiar with the requirements of the work to be performed.
- 4.3 To ensure that the employees are adequately trained in a specific function required by the client.
- 4.4 To provide safe working conditions and generally to comply with all statutory and other obligations of an employer except in respect of those matters dealt with in this agreement.
- 4.5 To affect and maintain reasonable insurance cover in respect of all claims which the employee may have against the client arising out of the client's occupation of premises and use of any of the client's machinery and equipment.
- 4.6 To affect and maintain insurance cover in respect of claims which a third party may have against the client or against InspHired Recruitment Solutions arising out of the duties performed by the employee of InspHired Recruitment Solutions.
- 4.7 To maintain suitable means of communication between InspHired Recruitment Solutions and its employees.
- 4.8 To supply the employee with all the necessary tools for performing the services identified by the client.
- 4.9 Refrain from requiring or allowing employees of InspHired Recruitment Solutions to perform their duties in excess of the minimum terms and conditions prescribed by law.

4.10 In the event of any disciplinary action to ensure that InspHired Recruitment Solutions fully participates in the exercising of discipline or counselling sessions insofar as the employee is displaying poor work performance.

4.11 The client shall not entrust an employee with the handling of money etc. unless the employee services specifically require such conduct.

5. PAYMENT

5.1 The client shall pay to InspHired Recruitment Solutions moneys due, calculated in terms of the hours worked by the employee at the rates as per costing, subject to overtime payment as per legislation.

5.2 InspHired Recruitment Solutions will be responsible for paying employees.

5.3 At the end of each week/month the client shall sign a time sheet submitted to the client by an employee for each employee confirming the hours/days worked by the employee.

5.4 The client will be invoiced weekly/monthly in accordance with costing, and payment is due within fourteen (14) days of presentation of the invoice unless prior arrangements are made, which arrangements are recorded and signed by the parties.

5.5 Overtime rates and expenses consistent with applicable labour laws will be invoiced separately.

5.6 Should employees perform duties over public holidays or weekends, InspHired Recruitment Solutions will invoice the client in accordance with the increased payments due to the employee in accordance with the rates specified in the approved costing.

5.7 The client may not withhold any payment for whatsoever reason.

5.8 The rates provided for in the costing include statutory payment obligations and currently agreed to wage rates with the employees. InspHired Recruitment Solutions employees are entitled to annual wage increases, which are implemented each anniversary of employment. The amount of the increase is determined by InspHired Recruitment Solutions and the client. Employees' rates shall increase to coincide with their increase in wages.

5.9 A certificate of balance signed by any manager of the recruiter (whose appointment or authority it shall not be necessary to prove) shall constitute prima facie evidence of the outstanding balance owing and/or due and payable by the Client to the recruiter and/or the rate of interest payable by the client and/or any other amount owing and/or due and payable by the Client to the Recruiter in terms hereof and/or any other matter arising from or related to this agreement.

5.10 The director(s) of the client agree that they are jointly and severally liable for and, unconditionally guarantee to the recruiter the prompt payment and performance of, all obligations of the Client under this agreement. Each director further agrees that the guarantee hereunder constitutes a continuing guarantee of payment which shall only be discharged until full payment of the obligations of the Client herein. The director(s) further elect this chosen domicilium in terms of this clause to be the Client's chosen domicilium in this agreement.

5.11 The Client acknowledges that time is of the essence with respect to its timely payment of the recruitment fee in terms of clause 5.1 and 5.4. In the event that any such payments are not fully made within the time stipulated at clause 2.3, the Recruiter shall provide the Client with written notice of such failure to make a timely payment. The Company shall have a seven (7) days period to cure such failure to make timely payment from the date of receipt of such notice. If the Client fails to make full payment within such cure period, the Company shall be required to pay the Recruiter a late payment penalty equal to five percent (5%) of such required payments, compounded for every 30 days that the invoice remains in arrears.

6. WARRANTIES AND INDEMNITIES

6.1 InspHired Recruitment Solutions warrants that it has complied and will comply with the requirements, as to payment of any amounts due or otherwise, of all applicable legislation such as, but not confined to the Unemployment Insurance Act, the Basic Conditions of Employment Act and the Compensation for Occupational Injuries and Diseases Act.

6.2 The client indemnifies InspHired Recruitment Solutions at all times against any loss, damages or costs suffered by the client as a direct or indirect consequence of the supply to or use by the client of the service of the employee or employees.

6.3 The client irrevocably indemnifies InspHired Recruitment Solutions, its Directors, employees and representatives against any claim which may be instituted against any one or more, or all of them and which claim arises out of or in connection with any conduct performed by the employee or employees.

6.4 InspHired Recruitment Solutions will not be liable for any consequential loss suffered by the client, however caused.

6.5 It is recorded that InspHired Recruitment Solutions provides and charges for only the services as per this agreement and that the client supervises the manner, time and place in which the employee carries out the work assigned to him or her and, therefore, the client shall be liable and so indemnifies InspHired Recruitment Solutions for all acts and omissions of employees.

6.6 InspHired Recruitment Solutions shall not be liable to the client for any injury, loss, damage or expense arising in connection with the supply of or failure to supply employees, whether or not resulting from the negligence, mistake, dishonesty, and misrepresentation or otherwise on the part of InspHired Recruitment Solutions or its employees.

6.7 The client shall notify InspHired Recruitment Solutions of any occurrence likely to give rise to a claim or dispute, within thirty (30) days of such occurrence and failure to do so, shall constitute a waiver by the client of all such claims or disputes. No amounts due to InspHired Recruitment Solutions as stated above, may be withheld pending the outcome of such claims.

7. EMPLOYMENT OF EMPLOYEES

7.1 If an employee supplied by InspHired Recruitment Solutions, to the client, is subsequently employed by the client or any third party affiliated with client on a temporary or permanent basis, or if the client introduces an employee to a third person who so employs that employee on a permanent or temporary basis, whether during the temporary assignment or within a period of twelve (12) months from the date of termination of the temporary assignment, the client shall pay to InspHired Recruitment Solutions a permanent placement fee equivalent to 20% of the employee's agreed cost to company excluding VAT.

InspHired Recruitment Solutions (Pty) Ltd

Reg Number: 2014/206050/07

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Fax: 086 513 7172

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8. DISCIPLINARY CODE AND PROCEDURE

8.1 The client acknowledges that the client will make the employee aware of the client's Disciplinary Code and Procedures. In the event of an employee acting in contravention of the client's Disciplinary Code and Procedure, the client undertakes to advise InspHired Recruitment Solutions accordingly. It is specifically agreed that InspHired Recruitment Solutions will be responsible for instituting disciplinary procedures against the employee and the client undertakes to co-operate to whatever extent required by InspHired Recruitment Solutions.

9. REPLACEMENT

9.1 InspHired Recruitment Solutions shall be entitled to replace any employee with another of comparable qualifications at any time with prior notice to the client of 1 (one) week unless otherwise agreed.

9.2 In the event of the client requiring a replacement of a permanent or temporary employee InspHired Recruitment Solutions undertakes to do so within a period of 24 hours or whatever reasonable time is necessary for InspHired Recruitment Solutions to provide a replacement.

10. TERMINATION OF THIS CONTRACT

10.1 Either party giving the other party four (4) weeks' notice may terminate this contract.

11. BREACH

11.1 In the event of a breach of this Agreement, the aggrieved Party may give the defaulting Party Seven (7) business days' written notice to remedy the default. Should the defaulting Party fail to so remedy the default as per the written notice, then the aggrieved Party shall have the right, without prejudice to its rights in law, to take further steps that may include instituting legal proceedings against the defaulting Party and the cost of which shall be at the rate of attorney and own client scale.

11.2 The parties choose their domicilium citandi et executandi for all purposes under this agreement, whether in respect of notices or other documents or communications of whatsoever nature, the physical address, as well as the electronic mail address set out in this agreement, notice to either shall suffice as proof of service.

12. GENERAL

12.1 This contract shall become effective after being signed by both parties. Any amendment, modification on or addition to the terms and conditions of this contract shall become effective when confirmed by both parties in writing.

12.2 No party shall be bound by any representation, warranty, undertaking promise or the like unless it is recorded in this agreement.

12.3 Any indulgence which either party may show to the other in respect of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party that granted such indulgence.

12.4 The parties agree that, if any provision of this agreement is or becomes or is held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

12.5 The client shall not have the right to assign or otherwise transfer any of its rights or obligations under this agreement unless consented to by the recruiter, which consent shall not be unreasonably withheld, In so far as any consent is given in terms hereof, the Client shall in no way be released by such consent from any obligations under this contract. It is recorded that where consent is duly given to an assignment, the Client, by the Client's signature hereto, shall immediately become bound as surety and co-principal debtor for all the obligations of the assignee with automatic effect from the date consent to such assignment is given.

12.6 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.

12.7 Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, if any, are intended to authenticate this writing and to have the same force and effect as manual signatures.

12.8 The Parties acknowledge and agree that both parties have participated in the drafting of this Lease, and any rule of law providing that ambiguities shall be construed against the drafting party, shall be of no force or effect

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THUS done and executed at on this day of 20.....

.....
ON BEHALF OF CLIENT

FULL NAME:

ID NUMBER:

(Who warrants they are authorised to do so and bind himself/herself
In terms of clause 2.5)

.....
NAME OF DIRECTOR:

ID NUMBER:

(Who warrants they are authorised to do so and bind himself/herself
In terms of clause 5.10)

.....
NAME OF DIRECTOR:

ID NUMBER:

(Who warrants they are authorised to do so and bind himself/herself
In terms of clause 5.10)

1.....
WITNESS

2.....
WITNESS

THUS done and executed at on this day of 20.....

.....
Signature of InspHired Recruitment

Authorised Signature Name:

1.....
WITNESS

2.....
WITNESS

CLIENT REQUISITION FORM

Holding Company Name			
Business Trading Name			
Registered Name			
Registration Number			
VAT Number			
Nature of Business:			
Company			
Sole Proprietor/Individual			
Trust			
Partnership			
CC			
Registered Address:			
Physical Address:			
Postal Address:			
Finance Contact Details			
Office Number			
Mobile Number			
Email Address			
Legal Representative (Directors)			
Name:			
Address:			
		ID:	
Name:			
Address:			
		ID:	
Name:			
Address:			
		ID:	