

Careermakers

**Taking Employment
to a New Level!**



**Drop the middle man - GO
DIRECT!**

Client Service Agreement – Careermakers Services Terms

Application:

1. This document sets out the terms on which we offer to supply our recruitment services to you. These terms only apply if you accept them.
2. Acceptance may be expressed, implied if you agree to and have authorised our registration documentation.
3. Once they are in operation, these terms remain in force monthly for the period selected/determined.

Interpretation:

1. **Our applicant/s** means anyone:
 - o who is seeking a position through us; or
 - o we have identified as a person who might consider seeking a position through us; and
 - o about whom we are able to provide relevant information regarding that person's availability or suitability for a position.
2. **We, our** or **us** refers to Careermakers and **you** or **your** refers to the client/member named at the end of this document.

Presentation of our Applicants:

1. The presentation of one of our applicants commences when you first download any information about the applicant(s).

Responsibilities:

1. We will have taken reasonable steps to ensure that we have the applicant's permission to present that applicant to you;
2. You are in control of potential applicants suitable for placement with a view to short-listing or assessing them for your consideration;
3. We will on instruction from our client to take reasonable steps to validate relevant information which we collect from our applicants ensuring so far as practicable that the information we provide is substantially accurate, relevant, complete and up to date. However, we make no warranties in relation to the validity of an applicant's registration(s) and/or qualifications if they were obtained outside South Africa. The verification process of South African applicants is completed at an additional expense to the client, with the authorisation having been received from the applicant.
4. You are now in control to arrange many of your interviews with selected applicants; from one source.

Your Responsibilities:

You agree:

1. To provide us with full and accurate information about the position requirements, including an accurate position description, any inherent requirements of the position, any weighting given to

necessary or desirable attributes of a hypothetical successful applicant, a duties statement, and any key performance indicators relevant to the position, if available;

2. You are now in control of any offer (or acceptance of any offer) in relation to the placement of our applicant with you, or a person on whose behalf or for whose benefit you may be acting, or to whom you have communicated any personal information about our applicant, by entering into your monthly payment agreement with ourselves.
3. You are now in control of your employment or engagement of our applicant(s);
4. To advise Careermakers of successful placements, through the use of our service.
5. You are in control of your own job description describing the work that the applicant will be expected to perform; however our Labour Law Services can assist with the function, should assistance be required.
6. The experience, training and qualifications required of the applicant; can be confirmed using our Background Screening Services.
7. To pay us our monthly fee for the use of our services
8. That you are responsible for satisfying yourself:
9. That our applicant has the qualifications, training, and experience necessary to undertake the placement and
10. That our applicant meets any suitability, security, trade, professional, or occupational health and safety requirements imposed by law in order to work in the placement;
11. That our applicant meets any other inherent requirements of the placement.

Our Fees and Charges:

1. No placement fee is payable due to your agreement with us to pay a determined monthly fee agreed upon for the use our services.
2. All advertising costs are included in the our monthly fee
3. No replacement guarantees are provided
4. Fees for Labour Law Services or Background Screening verifications will be negotiated with our affiliated companies prior to any services being commenced; on enquiry you will receive a quotation for approval. The Background Screening verification costs are to be paid up front; approval on Labour Law Services would be required.
5. All fees and charges quoted by us are exclusive of VAT.

Replacement Guarantee:

1. No replacement guarantee is necessary or granted. Due to our unique method of recruitment, a replacement guarantee is unnecessary.
2. Should assistance be required with regards to the termination of the employment, engagement or contract promptly, our Labour Law Service may assist in this regard, at your request and cost. Bearing in mind that you have:
 - i. you have made a reasonable attempt to induct and orient the applicant into the workplace;
 - ii. the termination of the applicant's placement is not due to:
 - a) any false or misleading representation made to the successful applicant in connection with the placement;
 - iii. redundancy, retrenchment, or your operational requirements;
 - iv. any action on your part which might make the termination of the successful applicant's employment or engagement unlawful, harsh, unjust or unreasonable; or
 - v. any breach by you of the terms of the contract with the successful applicant.

Exclusions:

1. Because you are ultimately responsible for your decision to employ or engage our applicant/s and because once they are employed or engaged they work under your control, supervision and direction:

2. (NO REPRESENTATIONS) - We make no representation or guarantee that they will achieve a certain level of performance, achieve a certain outcome, solve a particular problem, or attain a specific goal;
3. (REDUCED LIABILITY & INDEMNITY) - We will not be liable to you for, and you will hold us harmless against any liability for, damage, loss or injury of whatsoever nature or kind, however caused whether directly or indirectly and whether by our negligence or that of one of our applicant(s) once they are engaged by you;
4. (IMPLIED TERMS) - Our liability for any breach of a term implied in this agreement by any Act of Parliament will be limited, at our option, to providing, or paying the costs of providing, the services again.

Privacy and Confidentiality:

1. You agree to preserve the privacy of personal information concerning any of our applicants whose personal information has been provided to you, or accessed by you, to a standard not less than that prescribed by the POPI Act recognizes the right to **privacy** enshrined in the Constitution and gives effect to this right by mandatory procedures and mechanisms for the handling and processing of personal information. The POPI Act is in line with current international trends and laws on; and additionally to hold you as a trustee of the promise to do so for the benefit of our applicant.
2. So far as the law allows, you must maintain the confidentiality of any information that we communicate to you and identify as being confidential (including the fact that one of our applicant(s) may be seeking a new position). You must not use or disclose confidential information that we communicate to you without our written consent. For the purposes of this sub-clause you may use confidential information that we have communicated to you about our applicant for the purpose of engaging our services.
3. You must identify any information that you require us to keep confidential. If you do not expressly identify information that you communicate to us as being confidential we may use and disclose it as we think fit for the purpose of providing or offering our recruitment services to you; and you must indemnify us against any claims (including costs) for breach of confidentiality that may flow from our use or disclosure of it.

Entire Terms & Conditions:

1. These terms represent the entire agreement between us and you in relation to its subject matter. All implied and statutory terms, to the extent to which they are inconsistent with these terms, are excluded to the fullest extent permitted by law.
2. By accepting the terms set out in this document, you acknowledge that neither we, nor anyone acting on our behalf, has made any warranty or representation to you in relation to the matters covered by this agreement which is not fully set out in these terms, that you have not relied upon any such warranty or representation, that you have read these terms together with the Schedule, and that you have understood them.

EXECUTED BY:-

Authorised signatory	
Organisation / Company	
Signature	
Date	