

# TERMS AND CONDITIONS



To Whom It May Concern:

Kindly note that in the event of your Company engaging the services of a prospective employee referred to you by Ashley Gregory & Associates CC (hereinafter referred to as AGA), the following fee structure becomes applicable.

<u>Permanent Fee Structure</u> 15% of gross annual salary. The above rate excludes VAT.	<u>Temporary / Contract Employment Services</u> 35% of monthly salary The above rate excludes VAT.
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General Conditions of Business are as follows:

AGA will invoice on the starting date of the placed employee. The AGA guarantee is validated by payment being made within 30 days of the employee's start date.

If you validate the guarantee and the hired employee leaves your employ within 3 months for any reason other than retrenchment, AGA undertakes to provide the replacement employee free of charge. In the event that no suitable replacement employee is engaged, via AGA, you will be entitled to a credit note for a partial rebate of the fee as follows: 1st month: 80%; 2nd month: 50%; 3rd month: 25%

Should your Company for any reason whatsoever decide not to consider our replacement employee(s) or should you choose to retrench or to fill the position internally, or not at all, then no credit note will be applicable. Should you defer your hiring decision and AGA's recommended employee is hired by your Company or Group or any of its divisions, within 12 months of the original referral date, AGA is entitled to a full fee and will invoice accordingly.

In the event of you referring the prospective employee directly or indirectly to a third party and in the event of the third party hiring the employee, then, and in such event you shall remain liable to AGA for the full fee as if you had hired the employee.

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

The engagement of a prospective employee introduced by AGA will be deemed and assumed to be an acceptance of our Fee Structure and Terms and Conditions.

AGA will submit prospective employees to you for consideration upon your acceptance of these Terms and Conditions. If acceptable, please return a signed copy by fax to +27 21 558 0909.

Signed: \_\_\_\_\_  
(Full Name and Signature)

Date: \_\_\_\_\_

enhancing the **careers** of others