

PLACEMENT DYNAMICS

FOR ALL YOUR STAFFING REQUIREMENTS

PLACEMENT DYNAMICS
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TERMS AND CONDITIONS OF SERVICE

Placement Dynamics will provide service excellence that includes quality placements and specialized services to our Clients. All positions and Applications remain confidential protecting the rights and interests of both the client and the applicants.

Placement Dynamics specializes in all levels of recruitment which include General Office Administration and Support, Managerial, Sales and Marketing, Human Resources, Legal, Finance, General Clerical, Information Technology, Medical, Engineering, Hospitality and Artisans.

Placement Dynamics offers temporary, contract or permanent staffing.

OUR SERVICE TO YOU

We personally conduct on-site visits to our clients to ensure that we understand your business strategy, company culture and to receive a detailed job specification to assist you in placing the ideal candidate.

On receiving a detailed job specification a candidate search on our database is conducted in order to match the most suitable candidates;

- Job selections are achievable, measurable, fair and non-discriminatory.
- Your company's vacancies are advertised at no additional cost.
- Detailed interviewing which is legally compliant are conducted by experienced and professional consultants.
- Detailed reference checking is competency aligned to utilise past performance to predict future behaviour.
- A credit, criminal and qualification verification is completed on selected candidates.
- An assessment is conducted on each candidate.
- A Curriculum Vitae of short listed candidates is provided with skills evaluation and references to aid decision making.
- Interviews are arranged on behalf of the client.
- Personality profiles are available on request.
- No fee arises until a suitable candidate is appointed and commences employment.

Professional consulting services in Human Resource Management and payroll administration, subject to quotation

SUBMISSION OF CURRICULUM VITAE

To ensure absolute confidentiality, no contact is to be made with any current or previous Employer without the express permission of the candidate. Please note that all CV's submitted are subject to Terms of Business and remain the property of **Placement Dynamics**. Interviewing of Candidates is a tacit acceptance of these Terms and Conditions.

FEES & PAYMENT

The fee is calculated on the basis of 12% of the candidate's annual remuneration. Fees arise and become due for payment when the candidate introduced commences employment in any capacity (whether as an individual or other legal entity) temporary or permanent with your company or a party to whom you introduce the candidate within one year of the last date of referral.

Employment of a candidate referred by **Placement Dynamics** will be deemed to be an acceptance of our terms. The fee is based on 12% of the candidate's annual remuneration, irrespective of how the package is structured. The fee is payable by the employer and no charge is made to work seekers.

The fee is payable within 5 working days of the candidate commencement of employment. **Placement Dynamics** reserves the right to charge interest at a rate of 2.5% per month on any amounts remaining unpaid 30 days after the date of invoice.

Placement Dynamics reserves the right to charge a placement fee should a Placement Dynamics employee be recruited by a Client or third party introduced by the Client.

Placement Dynamics is entitled to reasonable collection fees, attorney fees, and any other expenses incurred in the collection of all charges on the client's account.

GUARANTEE

Placement Dynamics offers a Three-month Guarantee (90 Days) subject to the Guarantee being validated. The Guarantee is validated by the full fee being paid within 5 (five working days) of the candidate commencing employment.

The Guarantee is not valid when the candidate is no longer employed due to termination owing to operational requirements, an unfair labour practice or a breach of agreement with the **Placement Dynamic** referred employee, which causes the said employee to leave.

Please note that the guarantee will become validated only by prompt payment within the terms as stated. (I.e. paid in full within 5 working days of date of invoice)

Should the salary of the replacement candidate exceed the original placement fee the original charge will be credited in full, and the new placement fee will be calculated and invoiced on the replacement's package. When the replacement candidate or applicant commences employment with the client a new guarantee will apply to the replacement candidate. There is a limit to one replacement as per the original vacancy specification.

If **Placement Dynamics** is unable to find a suitable replacement a credit note will be issued in favour of the client against the next **placement** through **Placement Dynamics, this does not include Temporary / Contract assignments.**

A request for a replacement or a credit is to be made in writing, within ten days of the last day of the applicant's employment. Should you decide not to replace the applicant, the guarantee is null and void. Should you request a credit in lieu of the replacement, the credit is to be utilised within a period of 12 months. Should the client not utilise the credit within a period of 12 months, the credit becomes null and void.

Placement Dynamics attempts at all times to provide their clients with accurate details of candidates with regards to their qualifications, personal details and work experience in alignment with the New Labour Relations Law;

- However, these details are primarily based on the information given by the candidates themselves. No responsibility will be accepted by **Placement Dynamics** for any errors, omissions or misinterpretations.
- **Placement Dynamics** and/or its employees accept no responsibility or liability whatsoever for any loss, cost, damage or injuries to persons and/or properties resulting directly or indirectly from introduction of a candidate.

REFERENCES

All references are forwarded on a strictly confidential basis and should not be discussed with the candidate.

HEAD HUNTING

Where the client requests a **search or headhunting service**, we will charge a 20% fee up front and a 20% fee on delivery of short-listed curriculum vitae, and 60% will be charged on the placement of a candidate or applicant.

TERMS AND CONDITIONS FOR TEMPORARY/CONTRACTUAL ASSIGNMENTS

TEMPORARY ASSIGNMENT FEE

Temporary placement fees are charged at the end of each week, consisting of seven days starting on a Monday and ending on a Sunday, for the duration of the temporary assignment. Temporary placement fees will be revised as and when mutually agreed.

Placement Dynamics Time Sheets, will be duly signed and authorised by the client, on a weekly basis and must be furnished to **Placement Dynamics** at no later than 13h00 on a Monday for the previous weeks assignment. This is to ensure the candidate will be paid timeously.

Invoices are payable on date of receipt thereof.

Placement Dynamics reserves the right to charge interest at the rate of 5% per month on overdue balances.

CONTRACTUAL ASSIGNMENTS

Should you place a candidate on a fixed term contract/contractual assignment for a period of time a monthly contractual fee of 30% of the candidate's monthly salary will be invoiced and due at the beginning of each month. Should the candidate be appointed in a permanent position, an additional 12% placement fee will be invoiced, based on the candidate's annual salary with a guarantee period of 3 months (90 days).

Placement Dynamics reserves the right to charge interest at the rate of 5% per month on overdue balances

NOTICE PERIOD

Should the client or candidate wish to cancel an assignment, both parties are to advise **Placement Dynamics** in advance in writing of the intention to cancel the assignment, to enable **Placement Dynamics** to give the following notice to either party;

- 24 Hours notice, if the assignee has worked for less than one month.
- One week's notice, if the assignee has worked for six months or less.
- Two weeks notice, if the assignee has worked for more than six months, but less than a year.
- Four weeks notice, if the assignee has worked for a year or longer.

OVERTIME

The Basic Conditions of Employment Act restricts overtime to ten hours a week, with the Maximum of working hours (both normal and overtime) restricted to twelve hours a day.

Overtime will be charged;

- After forty normal working hours in a week, starting on a Monday and ending on a Friday, at time and a half.
- At time and a half, for the first five hours on a Saturday
- At double time, after the first five hours on a Saturday, or any hours on a Sunday or Public Holiday

CONSULTING SERVICES IN HUMAN RESOURCE MANAGEMENT

Placement Dynamics also offers professional consulting services in Human Resource Management and payroll administration. Placement Dynamics is well versed in skills analysis, labour relations, performance management and professional development.

Human Resources Services Menu:

HR Administration

- Full service HR Audit – all programs, compliance and recommendations. Are you compliant with the Law? Are your policies and procedures compliant and suitable to the functions of your business, if not, this could cost you money in fines from the department of labour as well as poor performance from staff due to incorrect and inappropriate policies and procedures. Do not wait until a disgruntled employee reports you to the Department of Labour, have your policies and procedures either audited or compiled to suit your organisational requirements.
- Employee Handbook and development of Company specific Policies and procedures. The handbook is so user friendly and all the necessary company rules and regulations as well as the requirements by law, such as leave, smoking policies, sexual harassment, conflict of interest, restraint of trade, dress code, code of conduct, use of company equipment and much more is stated in these handbooks.
- Managers HR Policy Handbook – this gives managers a handbook to use in disciplinary matters. What to do and how to do it according to the law to avoid being sued and taken to the CCMA. The managers also need to know what the employee's rights are so that these are not infringed upon and end up with legal implications etc.
- Legal requirements such as poster display of BCEA, EEA, OHSA – not displaying these can cost you money when you are reported to the Department of Labour for non compliance.
- Staff and management awareness of rights of employees and employers -
- Employment documents – Interview forms, Contracts of employment, Employee status change, promotions, appraisals, notice of termination, suspension etc.
- Personnel records – leave forms, loans, advances, payroll deductions etc.

General HR Management

- Regular on-site and off-site client engagements in support of all HR related issues, assistance in training requirements, strategy, staffing etc.
- On-site and off-site Employee relations consultations
- Support, advice and consultation with routine or complex workplace issues that arise such as disciplinaries, promotions, retrenchments, employee conflicts, poor performance etc.
- Exit interviews and reporting which will assist to eliminate any problem areas in the workplace by establishing reasons for terminations.
- Termination consulting and documentation.
- Notification of HR alerts, trends, new legislation etc.
- Complete HR programs audit and corrections.

Professional Development

- Draw up training plans for departments, groups or where needed.
- Assess training needs and provide reports.
- Provide development advice and recommendations for specific training.

Labour Relations

- Assist in disciplinary matters, advise and make recommendations according to the legal requirements.
- All documentation relating to disciplinary matters such as warnings, suspension notice, notice of dismissal, notice to attend disciplinary hearing, consultation reports etc.
- Performance management

HR and Payroll services are available and subject to quotation.

No variations can be made to these Terms of Service without written confirmation signed by or on behalf of both parties.

Acceptance of Terms of Service

Name: _____

Company: _____

Signed at _____ on _____ day of _____ 20 _____

Signature _____

Invoicing and Payment Information

Name of person to whom invoices must be addressed _____

Postal address _____

Physical address _____

Telephone number _____ Fax number _____

E-Mail address _____

Name of person to be contacted regarding payment _____

Telephone number _____ Fax number _____

E-Mail address _____

Does your business require a Purchase Order Numbers on invoicing from Placement Dynamics?

Yes

No