



THE TOWER GROUP (PTY) LTD

**TERMS AND CONDITIONS OF THE TOWER GROUP
IN RESPECT OF THE INTRODUCTION AND PLACEMENT OF CANDIDATES**

1 DEFINITIONS

- 1.1 "Tower" means The Tower Group (Pty) Ltd.
- 1.2 "Candidate" means the individual introduced to and/or placed with the Employer by Tower.
- 1.3 "Employer" means the company, partnership, close corporation, institution or person, or any branch, division, subsidiary, associate or holding company thereof, to which Tower has introduced and/or placed a Candidate.
- 1.4 "Control" means control as defined in the Companies Act, 1973.

2 FEES, GUARANTEE AND REBATES

- 2.1 Provided the introduction and/or placement fee is paid within fourteen days of commencement of the Candidate's employment with the Employer, Tower guarantees the technical suitability of the Candidate for the position during the guarantee period. Should the introduction and/or placement fee not be paid within the fourteen-day period, the guarantees and/or rebates do not apply and fall away.

2.2 The fee and guarantee period is as follows:

<u>ANNUAL SALARY PACKAGE</u>	<u>GUARANTEE PERIOD</u>	<u>FEE (EXCL. VAT)</u>
Up to R180 000	90 Days	15%
R180 001 to R480 000	90 Days	17,5%
R480 001 plus	90 Days	20%
Executive Search	90 Days	By negotiation

- 2.3 Should the introduced / placed Candidate resign or be dismissed from the Employer's employment during the guarantee period on technical competency grounds, then Tower will replace this particular Candidate as per the original job specification with no further introduction fee payable, provided that Tower has been notified of such termination within 48 hours.

2.4 If Tower is unable at its sole and absolute discretion to replace the Candidate within 30 (thirty) days then it shall offer the Employer the following rebates:

<u>DATE OF TERMINATION</u>	<u>REFUND</u>
First 30 days from commencement date	60%
31 to 60 days from commencement date	50%
61 to 90 days from commencement date	40%

2.5 No rebate or free replacement will apply in the event of the placed Candidate being retrenched, contract end, transferred or seconded by the Employer.

2.6 No rebate or free placement will apply in the event that the Candidate's conditions of employment or terms of service are significantly altered in any way.

Initial

2.7 Tower's introduction and/or placement fee is based on a percentage of the Candidate's total annual remuneration package including all fringe benefits and allowances. Tower will confirm this percentage in writing prior to forwarding Candidates to the Employer for consideration.

3 DAMAGES

3.1 Tower shall not bear any liability whatsoever for any damages suffered by the Employer as a result of the introduction and/or placement of the Candidate or any act or omission of the Candidate whilst employed by the Employer, howsoever arising.

3.2 Whilst Tower will generally endeavour to obtain employment references, as well as credit and/or criminal clearances, where appropriate, on Candidates introduced to the Employer, Tower does not bear any liability whatsoever for failure to obtain or the accuracy of such references or clearances.

4 INTRODUCTION / PLACEMENT OF CANDIDATES

4.1 Any Candidate introduced to the Employer by the Tower Group who is engaged in any capacity whatsoever by the Employer or a company or other Employer as defined, over which it has control, arising out of the aforementioned introduction, within a period of twelve months from the date of first introduction to the Employer, shall be deemed to have been introduced to the Employer by the Tower Group and Tower will be entitled to be paid the full introduction / placement fee in respect of such a Candidate(s).

4.2 After the initial introduction of the Candidate the Employer may not employ / contract with that Candidate, within a twelve month period, through any third party to avoid payment of the introductory fee to the Tower Group. In such circumstances the employment / contracting of the Candidate(s) shall entitle Tower to payment of an introduction / placement fee as provided for in clause 2.2.

5 TERMS OF SERVICE AND TERMINATION

This agreement takes effect on the date of signature by the parties and may be terminated by either party by giving the other party written notice of not less than 30 days.

6 RELATIONSHIP OF PARTIES

The relationship of the Parties shall be governed by the terms of this Agreement and nothing contained herein shall be deemed to constitute a partnership, joint venture of the like between them and neither shall they by reason of the actions of any of them incur any personal liability as co-partners to any third party and none of them shall be entitled or empowered to represent or hold out to any third party that the relationship between them is that of a partnership, joint venture or the like as aforesaid.

7 VARIATION

No variation of this agreement shall be of any force or effect unless reduced to writing and signed by an authorised official of both parties.

SIGNATURE OF ACCEPTANCE
(Who hereby warrants that they are authorised
to sign on behalf of the Company / Employer)

EMPLOYER / COMPANY NAME

FULL NAME & DESIGNATION

DATE