



# Alpha HR Group

*Building a stronger business together*

## TERMS OF SERVICE

**Entered into by and between:**

**Alpha HR Group**

**and**

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**(Hereinafter referred to as the "CLIENT")**

ALPHA HR GROUP is a professional human resource management consultancy, that offers a wide range of services to employers. The matching of client staffing requirements with top caliber talent is one of our specialist areas.

When instructed to advertise a position, screening, pre-interviewing by ALPHA HR GROUP, or employing a referred candidate by ALPHA HR GROUP, the CLIENT accepts these Terms and Conditions. The recruitment fee is based on a percentage of the annual remuneration package offered to the prospective candidate, taking into consideration how the package offered to the candidate is structured. The fee is payable by the employer and the candidate does not pay any fee at all.

ALPHA HR GROUP reserves the right to invoice the client a placement fee, should our candidate/s be appointed by the CLIENT, be it temporary or permanent, or with a third party to whom the candidate is introduced by your company or any person within your company, within 12 months of referral through ALPHA HR GROUP.

No deviations or changes can be made to these Terms and Conditions without a written agreement signed by or on behalf of both parties.

ALPHA HR GROUP specializes in permanent and fixed term contract appointments. Should a candidate be appointed on a fixed term contract with the CLIENT for 12 months or less, the CLIENT will be liable for a fixed term contract appointment, as set out below.

Should the contract be extended outside of the initial appointment period, ALPHA HR GROUP will be entitled to invoice the CLIENT for such additional period calculated in accordance with the below fee structure.

In the event that the CLIENT elects to appoint the contract candidate on a permanent basis, ALPHA HR GROUP reserves the right to charge a permanent placement fee which will be calculated against what has been already invoiced to the CLIENT over the said contract period.



## FEES

### Permanent Placements:

Annual Remuneration Package	Fee Payable	Guarantee Period
Total Cost to Company	10%	90 days

The fee mentioned above will be negotiable in case of an agreed 'exclusive consultancy' or to reward volume business placed with ALPHA HR GROUP or if the full recruitment process is not required, i.e 'response handling'.

### Temporary Placements:

For a contract term of 1-5 months	= 20% of the contract value
For a contract term of 6-11 months	= 18% of the contract value
For a contract of 12 months	= 15% of the contract value

## GUARANTEE

ALPHA HR GROUP offers a 90 days guarantee, but the CLIENT understands and accepts that the guarantee offered by ALPHA HR GROUP will not be applicable in the event of:

- the candidate's employment being terminated as a result of the CLIENT'S operational requirements and the position is not vacant anymore;
- non-payment of ALPHA HR GROUP'S invoice, in full, within 7 days of the candidate's starting date.
- the job being misrepresented by the CLIENT; and/or
- unfair labour practice by the CLIENT or a breach of agreement with ALPHA HR GROUP'S referred employee which causes the said employee to leave.
- not abiding by this Agreement.
- The candidate not being utilized in the position originally appointed.

No replacement or rebates will be offered in case of redundancy or retrenchment.

Should a candidate leave the employment of the CLIENT within the stipulated 90 days guarantee period, ALPHA HR GROUP will within 10 working days offer a replacement candidate, at no extra cost, to the CLIENT, provided the guarantee has been validated by means of the account being paid within 7 days upon receipt of invoice, and the termination not been caused by an unfair labour practice by the client, as vetted by the Labour division of ALPHA HR GROUP.

ALPHA HR GROUP must be advised of the lawful termination of employment within 5 (five) working days from the date of termination.

In the event that ALPHA HR GROUP are unable to replace the candidate, the amount will be credited against the next placement and will be calculated as follows:

Employment terminates	Credit Refund
Within 5 days	80%
Within 6-60 days	50%
Within 61-90 days	25%

## OTHER COSTS

Psychometric tests or any competent assessments tests, are not included in the fee structure and will be agreed with the client before any costs are incurred.

## SUITABILITY OF CANDIDATES

ALPHA HR GROUP does not accept liability for any misinformation and/or misrepresentation made by the candidate and/or their references to ALPHA HR GROUP which later proves to be untrue, inaccurate or unfounded but the Group will do everything within its power to avoid it.



**BREACH OF CONTRACT**

The CLIENT agrees that in the event the CLIENT defaults in the payment of the fees due to ALPHA HR GROUP, the full balance owing by the CLIENT to ALPHA HR GROUP, including the costs on an attorney and own client scale, together with interest at the rate of 15% per annum, from the date of default, shall forthwith immediately become due, owing and payable. All to be done in terms of Section 45 of the Magistrate’s Court Act, as amended.

Thank you for affording ALPHA HR GROUP the opportunity of doing business with your company.

We look forward to building a long-term business relationship by offering our expertise, professionalism, and value-added service.

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
ALPHA HR GROUP

I, the undersigned, hereby, on behalf of our company, accepts and agrees to the above Terms & Conditions.

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
THE CLIENT  
Duly Authorized