



ROSSLYN PERSONNEL

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GUARANTEE, TERMS AND CONDITIONS (CONTRACT / PROJECT)

Thank you for giving us the opportunity of working with your organisation.

INTRODUCTION

ROSSLYN PERSONNEL is a specialist company, which provides a wide range of permanent and contract staffing solutions. ROSSLYN PERSONNEL fully complies with all the statutory regulations imposed by legislation, more specifically with regard to labour relations (Section 198 Act 66 of 1995).

GENERAL PROVISIONS

ROSSLYN PERSONNEL agrees to provide contract staff (herein after referred to as contract workers) for assignments required by the client, under the client's control or direction. The nature of the work to be performed, the times and the place of employment will be agreed upon between the client and ROSSLYN PERSONNEL, but regarding performance on the actual assignment the contract worker will work under the direct supervision of the client.

ROSSLYN PERSONNEL remunerates the contract worker for the duration of the assignment, administers the statutory benefits afforded to them, pays contributions in terms of the Compensation and for Occupational Injuries and Diseases Act and UIF and accounts to the various statutory bodies for these deductions and employer contributions.

WORK REGULATION

Contract workers on assignments are required to conform to the rules, procedures and policies in effect at the client's establishment. The client warrants and confirms that its policies, procedures and work practices comply fully with current legislation.

AUTHORISING OF HOURS OF WORK AND MINIMUM CHARGES

The hours of a contract worker's work assignment must be recorded daily on ROSSLYN PERSONNEL's standard time sheet, provided for by ROSSLYN PERSONNEL. Clients are required to certify that the hours are correct at the end of each week and on the basis of certified hours, ROSSLYN PERSONNEL will pay the contract worker's remuneration and the client shall be invoiced at the pre- advised rate. However even if the period is less, there is a minimum charge of 4 hours per assignment.

CANCELLATION OF ASSIGNMENTS

Cancellation of assignments may only occur within the parameters of, and in accordance with the Basic Conditions of Employment Act, i.e. 24 hours for the first week of employment and one weeks notice for the first month of employment, two weeks notice for the first year of employment and four weeks notice thereafter.

APPOINTMENT OF CONTRACT EMPLOYEE TO PERMANENT POSITION

When after a period, your organisation appoints the said employee into a permanent position, the Conditions of Permanent Employment must become effective.

INVOICING AND PAYMENT TERMS

As ROSSLYN PERSONNEL's wages are paid each week, invoices to clients are rendered weekly on the basis of the total number of hours certified on the time sheet as well as any other fringe benefits. Therefore invoices are due and payable on date of invoice. ROSSLYN PERSONNEL reserves the right to charge interest at the maximum rate allowed in terms of the Usury Act.

WARRANTY OF AUTHORITY

A representative of the client who signs the time sheet warrants that he or she is duly authorised to do so and thus binds the client.

FIDELITY

ROSSLYN PERSONNEL accepts no liability whatsoever for any loss, damage or expense arising howsoever as a result of any act of or omission by any contract worker during such times as the contract worker under control or direction of the client and it is expressly agreed and understood between the client and ROSSLYN PERSONNEL that only the client is in a position to assess or insure against the risk in respect of, or during, or arising out of the period for which any contract worker is working for the client.

RESTRICTIONS

Liability of Acts of its contract workers: Whilst ROSSLYN PERSONNEL makes every reasonable attempt to employ suitably qualified contract workers, it will not be liable to the client for any loss or damage sustained by the client or any other person arising directly or indirectly from any act or omission by any contract worker placed at the client.

OTHER EMPLOYMENT OFFERSTO CONTRACT WORKERS

The service ROSSLYN PERSONNEL renders is made possible only by substantial investment in advertising for, testing, screening and selecting a large number of qualified contract workers, for suitable assignments to clients.

The client hereby under takes that neither they nor any person, associated company, subsidiary division or other related entity or any other legal or person with whom the client is associated, whether directly, or indirectly, or any person or legal person to whom the contract worker so assigned was introduced, shall use the services of, or offer employment to, or accept an application for employment from such contract worker (whether as an individual or other legal entity/independent Contractor, and whether on permanent or contract assignment), within a period of 12months from the last day of the assignment , unless subject to the terms and conditions reflected herein for the charges agreed upon between ROSSLYN PERSONNEL and the client.

The client acknowledges that if any of the above undertakings are breached in any respect, then the client shall be liable to pay ROSSLYN PERSONNEL immediately an amount based on a **permanent fee of 15%** of the current remuneration package of the applicant calculated on the annual rate of remuneration upon engagement.

ADVANCESOR LOANS

ROSSLYN PERSONNEL will accept no responsibility for any advancements or loans made to a contract worker by the client. The client shall not be entitled to have any claims settled by deduction in respect of any payment due by the client to ROSSLYN PERSONNEL for services rendered.

STATUTORY RIGHTS CONFERED BY VARIOUS LEGISLATION

Both the client and ROSSLYN PERSONNEL acknowledge that they are jointly and severally liable for contravention of the minimum standards referred to in Section 198 of the Labour Relations Act No 66 of 1995 (as amended). The client recognises that in many aspects of the relationship it will enjoy falls, directly or indirectly under its control.

ROSSLYN PERSONNEL will indemnify the client and hold it harmless from any claim, demand, cause of action, liability, loss or expense arising by reason of non compliance with the provisions of all relevant laws and agreements where compliance is under ROSSLYN PERSONNEL's direct control.

The client will likewise indemnify ROSSLYN PERSONNEL and hold it harmless from any claim, demand, cause of action, liability, loss or expense arising by reason of non compliance with the provisions of all relevant laws and agreements where compliance is under the clients direct control.

The client warrants that no collective bargaining agreement, wage determination, bargaining council agreement or any other similar minimum standard instrument or law, other than the Basic Conditions of Employment Act, applies to the category of contract workers presently assigned to the client.

It is also hereby agreed that any future business entered into and between ROSSLYN PERSONNEL and yourselves shall be conducted in accordance with the before- mentioned Terms & Conditions.

IF YOU ARE SATISFIED WITH OUR TERMS AND CONDITIONS AND FEEL INCLINED TO MAKE USE OF OUR SERVICES, PLEASE SIGN THE TERMS AND CONDITIONS AND FAX IT BACK TO US BEFORE ANY CV's WILL BE FORWARDED TO YOUR COMPANY.

ROSSLYN PERSONNEL strives for personal client relationships with the highest regard for professionalism and considers same to be our most valuable asset.

We look forward to a long lasting mutually beneficial association with yourselves.

TERMS OF ASSIGNMENT

Company : _____

Place of assignment : _____

Date of commencement : _____

Date of completion : _____

Rate per hour : _____

OPTION A

OPTION

PLEASE INDICATE THE FOLLOWING (for which you will be invoiced) :-

	YES	NO	RATE
Shift allowance			
Accommodation			

Living- out Allowance			
Meals			
Petrol Allowance			
Company Transport			
Cell- phone Allowance			

THE ABOVE TERMS & CONDITIONS ARE ACKNOWLEDGED AND ACCEPTED

Company : _____

Name & Title : _____

Signature : _____

Date : _____
