



ROSSLYN PERSONNEL

P.O. BOX 17177
PTA-NORTH 0116
TEL: (012) 546 3150
FAX: (012) 546 0112
E-MAIL: rospers@mweb.co.za

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GUARANTEE, TERMS AND CONDITIONS (TEMPORARY EMPLOYEES)

Thank you for giving us the opportunity of working with your organisation, we hereby wish to confirm your mandate for the recruitment of Personnel.

The mandate is accepted by us subject to and in accordance with the below mentioned Terms and Conditions.

INTRODUCTION

ROSSLYN PERSONNEL is a specialist company, which provides a wide range of permanent and temporary staffing solutions. ROSSLYN PERSONNEL fully complies with all the statutory regulations imposed by legislation, more specifically with regard to labour relations.

GENERAL PROVISIONS

ROSSLYN PERSONNEL agrees to provide temporary staff (herein after referred to as temps) 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 temp will work under the direct supervision of the client.

ROSSLYN PERSONNEL remunerates the temp 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

Temps 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 temp'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 temp'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.

OUR FEE

Roslyn Equity Labour Solutions C.C. 2004/102354/23
Members: R.Y. Hartze. A.M. Gell –A.I.P.S.C.

ROSSLYN PERSONNEL's fee is calculated at **40% of the hourly rate (Excluding VAT)** chargeable to the client and will be invoiced as such on a weekly basis.

ONE DAY GUARANTEE

Each ROSSLYN PERSONNEL temp is assigned with a One-day guarantee. This means that should the client find a temp assigned not to be satisfactory for any fair reason, the client may notify ROSSLYN PERSONNEL within 24 hours of the commencement of the assignment and request that the assignment be terminated. In this event, no charge will be made for the hours worked, and immediate arrangements will be made for a new 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. one weeks notice for the first month of employment, two weeks notice for the first year of employment and four weeks notice thereafter.

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 provided for by ROSSLYN PERSONNEL. 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 Usuary Act.

WARRANTY OF AUTHORITY

A representative of the clients who signs the time sheet warrants that he or she is duly authorised to do so and 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 temp during such times as the temp is 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 temp is working for the client.

RESTRICTIONS

Liability of Acts of its temps: Whilst ROSSLYN PERSONNEL makes every reasonable attempt to employ suitably qualified temps who are psychometrically evaluated, 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 temp placed at the client.

OTHER EMPLOYMENT OFFERSTO TEMPS

The service ROSSLYN PERSONNEL renders is made possible only by substantial investment in advertising for, testing, screening and selecting a large number of qualified temps, 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 temp so assigned was introduced, shall use the services of, or offer employment to, or accept an application for employment from such temp (whether as an individual or other legal entity/independent contractor, and whether on permanent or temporary assignment), within a period of 12 months 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 the current remuneration package of the applicant calculated on the annual rate of remuneration upon engagement.

ADVANCES OR LOANS

ROSSLYN PERSONNEL will accept no responsibility for any advancements or loans made to a temp 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 temps 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.

The above Terms & Conditions acknowledged and accepted:

Company : _____

Name & Title : _____

Signature : _____ Date : _____