

DRIVER EXCELLENCE TERMS AND CONDITIONS OF BUSINESS

Whereas DRIVER EXCELLENCE carries on the business of a private employment office as defined in applicable legislation, as well as various other services for commerce and industry. The Terms and Conditions relating to the various services carried out by DRIVER EXCELLENCE are set out hereunder.

1. DEFINITIONS

- a. "Client" shall mean for the purpose of these terms and conditions the "Employer" as defined in terms of the applicable legislation
- b. "Applicant" shall mean for the purposes of these terms and conditions the "workseeker" as defined in the applicable legislation.
- c. "Employment" means all and any work of whatsoever nature or description undertaken and carried out by an Applicant on behalf of a Client, whether such work is undertaken by such Applicant in his personal capacity or in a representative capacity and without derogating from the generality of the foregoing, undertaken on behalf of a corporation, company, partnership or association, in respect of permanent and temporary employment respectively, an Applicant will be deemed to be so permanently or temporary employed from first date of physical commencement of Employment irrespective of the terms of employment entered into between the Applicant and Client, including but not limited to periods of probation.
- d. "Introduction" means the solicited or unsolicited introduction of an Applicant to the Client by DRIVER EXCELLENCE by way of:
 - I. forwarding a resume/curriculum vitae of the Applicant to the client, at the Client's request.
 - II. arranging an interview between the Applicant and Client
 - III. receipt by the Client of a resume/curriculum vitae of the applicant delivered by DRIVER EXCELLENCE by, inter alias, ordinary mail, registered mail, e-mail, hand delivery or any other means.
 - IV. Having placed the Applicant at the Client for Employment of whatsoever nature or description on a temporary/hourly basis.
- e. The client will be deemed to have accepted and be bound by these terms and conditions of business upon offering any position, whether permanent, temporary or limited duration, to the applicant.

2. FEE STRUCTURE

a. PERMANENT PLACEMENT

Calculated at 10% of annual income offered by the client. Payment of the fee is strictly 14 (fourteen) days. DRIVER EXCELLENCE reserves the right to charge interest on any overdue amount at a rate equal to two percent over the prime rate.

b. TEMPORARY OR HOURLY EMPLOYMENT

- I. The fee shall be calculated in accordance with DRIVER EXCELLENCE'S Standard Price List.
- II. Unless prior written arrangements to the contrary are made, settlement of accounts are strictly 7 days. DRIVER EXCELLENCE reserves the right to charge interest on overdue amounts at a rate equal to two percent over the prime rate.
- III. Temporary/hourly drivers supplied by DRIVER EXCELLENCE will fall under the clients Commercial Motor Vehicle Insurance.
- IV. Should an applicant report for duty and not be required or work a period less than 6 hours, a minimum charge of 6 hours will be levied.
- V. DRIVER EXCELLENCE will not be held responsible for traffic fines incurred by their drivers. All summonses have a space provided for inserting the details of the driver. This section should be filled in and the summons returned to the relevant Traffic Department to be reissued to the driver.

3. GUARANTEE BENEFITS

- a. Should a DRIVER EXCELLENCE candidate resign or be dismissed from the Clients service due to incompetence within the 3 month guarantee period, and provided that the Client has complied with the provisions of this clause 3, DRIVER EXCELLENCE undertakes to provide an alternative candidate as a replacement, twice only, at no extra expense provided that the vacancy remains unchanged. The guarantee period remains operable from the commencement date of the original applicant.
- b. In order to enjoy the benefits of our guarantee outlined hereunder, the Client is required to make payment of the applicable fee in full within 14 (Fourteen) days of the Applicant's commencement of duties with the Client.
- c. On the date that the Applicant referred commences employment with the Client, the Client must ensure that an invoice is received by it in sufficient time to perform its obligations in terms of sub clause b above. In the event that the applicable fee is timeously paid, the relevant guarantee will automatically apply.

- d. DRIVER EXCELLENCE must be given the opportunity to replace the dismissed Applicant. In the event that DRIVER EXCELLENCE is unable to fill the vacancy with a suitable applicant as a replacement, then credits (no refund will be given) will be given on the following basis, should the Applicant be dismissed within:
 - I. 30 days from commencement – 50%
 - II. 60 days from commencement – 40%
 - III. 90 days from commencement – 30%

- e. A credit granted in terms of the above, must be utilized within 6 (six) months of date of being granted, failing which it will automatically be forfeited.

4. TERMS OF BUSINESS

- a. Notification of an Applicant's termination must be made by the Client to DRIVER EXCELLENCE within 14 (fourteen) days of such notice of termination.
- b. Introduction of any Applicant to the Client by DRIVER EXCELLENCE and the applicant is employed by the client within 12 (twelve) months of that introduction, for any position or package, the above fee structure will automatically become applicable and is payable direct to DRIVER EXCELLENCE.
- c. In the event of any applicant being offered and accepting any position/work or package from the client ("the effective placement") within a period of 12 (twelve months of a placement with or introduction to that client by DRIVER EXCELLENCE (whether such introduction took place either telephonically, by resume or scheduled interview to the client), and notwithstanding the fact that such applicant may have terminated employment for whatsoever reason prior to the commencement of his duties, or may have been rejected or may have declined whatever position for whatsoever reason at the initial or any subsequent introduction, DRIVER EXCELLENCE shall be entitled to charge the placement fee/rates as per relevant fee category in respect of the annual package applicable at the date of the effective placement, notwithstanding the fact that such annual package may differ to any annual package previously agreed or negotiated. DRIVER EXCELLENCE nevertheless reserves its right to charge the placement fee/rates applicable to any package previously agreed between the client and the candidate.
- d. In the event of the Client forwarding details of the referred Applicant to any associated company or third party, who in turn employs the Applicant, then the Client shall be liable to pay the relevant placement fee/rates as calculated in clause 2 above, as if the Client himself employed the Applicant.
- e. DRIVER EXCELLENCE accepts in good faith that the information provided by the Applicant to be accurate and correct and therefore cannot be held responsible for any errors, omissions or misrepresentations thereof. DRIVER EXCELLENCE and/or its employees cannot be held liable for any loss or cost of damages caused by the Applicant or through the Client's employment of the Applicant.
- f. In the event of the Client employing a permanent employee of DRIVER EXCELLENCE, the Client shall be liable to pay to DRIVER EXCELLENCE a fee equal to 50% of the annual package.
- g. In the event that any Applicant is offered employment by a Client and the Client retracts its offer after it has been accepted by the Applicant, or such Applicant fails to commence employment with the Client as a result of any act/omission on the Client's part, the fee payable to DRIVER EXCELLENCE shall be an amount equal to 50% of the fee which would have been payable in accordance with these terms and conditions, had such Applicant commenced permanent employment.
- h. These terms and conditions are not capable of variation, cancellation alteration, waiver or suspension unless reduced to writing and signed by both the Client and DRIVER EXCELLENCE. No inducements, representations, promises or warrants have been given or made by DRIVER EXCELLENCE to the client save as are herein contained.
- i. Any documentation prepared by DRIVER EXCELLENCE remains its exclusive property and any information relating to any Applicant is to remain confidential and may not be passed to any third party except with the written approval of DRIVER EXCELLENCE.
- j. Should the client breach any of these terms and conditions and DRIVER EXCELLENCE as a result thereof has to institute legal action then the client will be liable for all legal costs on the scale as between DRIVER EXCELLENCE and its attorneys.
- k. Should DRIVER EXCELLENCE institute legal action, the Client consents to the jurisdiction of the Magistrates Court, CAPE TOWN.