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TERMS OF BUSINESS
International Placements

A. HOW IT WORKS

1. Once we receive the completed registration form, we will start the search for suitable candidates, if not already in our database.
2. J&I HOLDINGS trading as Mary Poppins Recruitment ('Agency') acts as an agent to introduce suitable candidates to our Clients ('Client').
3. Clients undertake to notify the Agency immediately upon any offer being made which results in the engagement of an Applicant.
4. The client shall keep details of all applicants introduced by the Company, strictly confidential. Clients undertake not to disclose any introductions to third parties. Any breach resulting in the employment of an Applicant by a third party renders the Client liable for full payment of the Company's introduction fee.
5. If the client cancels the employment offer in less than 14 days prior to commencement of employment, 50% of the full placement fee will become payable.
6. No variations to these terms of business may be made without the written consent of the Owner/Member.
7. These terms of business are covered by South African law and all disputes arising out of or in connection herewith shall be subject to the jurisdiction of the South African courts.

B. GUARANTEE

1. We provide a 6 - Month guarantee period. If an engagement is terminated within this period, we will attempt to find a suitable replacement as soon as possible.
2. If the Client replaces the candidate via another source during the time which a replacement is sought, this guarantee expires with immediate effect.
3. The Client need to consider that the preparation for the (country of employment) visa application may be a time-consuming process.

C. DECLARATION:

1. I, the Client, confirm that all the information provided in the registration form is correct and valid and contains all the information needed for the Agency to find the most suitable candidate for the position.
2. I agree that I have read all the above and that all information received will be treated as confidential.
3. I understand and agree that failure to pay the placement fees as stipulated below in full within 5 days of date of invoice will result in the cancellation of the employment agreement.
4. I, the Client, agree to pay the non-refundable introductory/placement fee of the equivalent of **15% of the Annual Salary.** **Once a job offer is made** and the contract is signed the agency will invoice the client as follow:
 - a) **Client's responsibilities:**
 - i. the visa and medical costs for KSA Visas: **\$ 1200,00 (non-refundable) arranged by Visa Logistics.** *This may vary and is dependent on the exchange rate.*
 - ii. **VISAS for UK, EUROPE, USA** – If the client requires the candidate to have any of these visas prior to commencing employment, we will provide a quote for this upon request.
 - iii. Agency consultation fee (part of placement fee): **\$1500 (non-refundable) and payable once a candidate is selected and contract is signed.**
 - b) **Payment 2:** Is payable after the first 4-weeks of employment, if compatibility is established and if the contract is continuing. The amount of this payment will be:
 - i. **15 % of Annual Salary** less the consultation fee of \$1500.00 already paid.

5. I, the Client, agree to pay for flight of the candidate and will send the e-ticket to the agency once I have received confirmation that the visa has been approved.
6. I, the Client understand that if a candidate is terminated before the Guarantee period of six (6) months, is up, the agency will replace this candidate without charging another placement fee. The client will however still be liable for any of the medical & visa costs if applicable as well as the flight.
7. I, the Client, understand, that if a candidate leaves of her own accord and because she cannot adjust within the first 6 months of commencement of employment, ***the client is entitled to retain the final pay package for expenses incurred.***
8. I, the Client understand that in the instance where the candidate informs us that there was unfair treatment, break of contract or any situation where the candidate feels threatened or not safe, will pay the full remuneration to the candidate, should she wish to terminate her employment. We do not replace in positions where this has transpired, and the replacement /guarantee will be invalid with immediate effect.
9. I confirm that the information given in the registration form is true and correct.
10. I agree to the TERMS OF BUSINESS as set out above and that and that all information received will be treated as confidential and will not be passed on to third parties.

SIGNATURE

DATE

**NAME OF CLIENT IN
PRINT**

DISCLAIMER

We aim to make every reasonable effort to ensure the suitability of the employee on behalf of the Client. The Company does not accept under any circumstances and excludes liability for any loss, damage, expenses, or delay incurred or suffered by the Client, the Clients family, servants, or the Clients' assets, allegedly arising from the acts, omission or character of the Applicants introduced by the Company, or, to the extent permitted by law, in respect of services provided by the Company. All responsibility for ascertaining the suitability of an Applicant for the engagement remains with the Client.