

Placements — IN EDUCATION —



TERMS OF BUSINESS AND FEE STRUCTURE **Effective 1 April 2018**

For the purposes of these terms of business and fee structure the following definitions will apply:

- “PIE” shall mean Placements in Education;
- “the Client” shall mean the name of the School or Educational Institution which is the recipient of the placement services rendered by PIE and who appoints a candidate(s) provided by PIE;
- “Candidate” shall mean the Educator or other Employee appointed whether on a temporary or permanent basis by the Client.

Subject to acceptance by the Client of these Terms of Business and Fee Structure (“Terms of Business”), the Terms of Business shall apply to the first and any subsequent appointment of any Candidate(s) provided by PIE to the Client.

I APPOINTMENT OF CLASSROOM EDUCATORS FOR ONE ACADEMIC YEAR OR LONGER

1. In selecting a candidate provided or referred by PIE, the client is deemed to have accepted PIE’s terms of business in relation to such appointment.
2. Placement Fees are calculated in relation to the gross annual salary package negotiated with the Candidate in accordance with the following fee structure in relation to the first year of employment only:

Type of Appointment	Qualifications & Experience	Fee Level
Interns, Facilitators, Au Pairs etc	Matric + Registered for B Ed or equiv. With or without teaching experience	R5000.00 flat fee per appointment for salaries under R144kpa
Interns, Facilitators, Au Pairs etc salary over R144kpa	Any	5% of gross annual package
Classroom Educators	Min 3 yr qualification but no teaching experience OR References from schools not known to us OR Break in service	5% of gross annual package
Classroom Educators	Min 3 year qualifications, 1-4 yrs completed teaching, Good references from employers known to us	7% of gross annual package
Classroom Educators	Min. 3 years qualification, 4+ yrs teaching experience Good references from teaching experience	8% of gross annual package
Classroom Educators	Salary package in excess of R220kpa irrespective of qualifications & experience	8% of gross annual package
HODs, Deputies and Principals	See General Staff, on pg. 3	
Out of the Classroom Posts		
Administrative Staff		

3. All appointments will be assumed to be Full Time and Permanent unless the contrary is stipulated in the Contract signed with the Candidate, and the school informs PIE accordingly.
4. PIE shall not guarantee the Candidate at this level, however should the Candidate fail to complete 9 months employment with the client a credit may be negotiated for the client in relation to a further substitute replacement or other Candidate placed by PIE at the client.
5. Should the Candidate fail to complete 9 months employment with the client, on termination a credit will be passed in favour of the client for the portion of the 12 month period not completed, which credit shall be applied to any substitute replacement or other candidate placed by PIE at the client.

II TEMPORARY APPOINTMENTS OF EDUCATORS

6. Where the contract signed with the Candidate specifically appoints the Candidate for one or two terms only and provided PIE is so advised, the fee shall be calculated pro-rata according to the months worked plus two weeks holiday at the close of a fully completed term.
7. When Candidates are **appointed in TERM 2** the fee is payable for the remaining term or terms of the academic year, and no further fee is payable.

8. When Candidates are **appointed in TERM 3** a fee is payable for the remaining period of the academic year, and the balance of the fee is payable in TERM 1 of the following year if the Candidate is re-appointed.

III APPOINTMENT OF GENERAL STAFF & PROMOTION APPOINTMENTS

9. Where a member of management staff is appointed more than 60 days prior to taking up their post then Placements in Education shall invoice the client for 50% Placement Fees on signature of the Letter of Appointment, and 50% on commencement.
10. Fees are calculated into relation to the gross annual salary package negotiated with the candidate according to the fee structure below:

- **Teaching / Tutoring appointments outside a school 10% of gross annual package**
 - *Training (eg Teacher Training) wherever conducted 10% of gross annual package*
 - *Senior Appointments, gross salaries >R600 000 pa 17% of gross annual package, or by negotiation*
 - *HOD / Middle Management - salaries <R499 000 pa 14% of gross annual package, or by negotiation*
 - *Admin and support staff – salaries <R300 000kpa 10% of gross annual package*
 - *Commission Paid Marketing & Sales staff – see Marketing & Sales Terms of Business*
 - *Head Hunting: by negotiation*
- All appointments for 9 months or longer subject to a minimum charge of R9000.00 escalating by CPI on the 1st of January each year.**
- TEMP / PART TIME STAFF : Min charge of R2000.00 per appointment escalating by CPI on the 1st of January each year.**

IV GENERAL TERMS

11. Should the client not engage a referred candidate but introduce that candidate to another employer, or subsequently elect to employ the candidate within a seven-month period of the referral by PIE, the client will be liable for the placement fee stipulated in these terms of business.
12. PIE accepts no responsibility for misconduct of any nature whatsoever by a candidate introduced to the client, nor shall PIE be liable to the client for any claim whatsoever arising in respect of any candidate.
13. PIE accepts in good faith the accuracy of the information provided by the referred candidate and PIE shall not be liable to the client on any basis whatsoever for any omissions, errors or misrepresentations in respect of such information as conveyed by PIE for and on behalf of such candidate.
14. The Placement fee due to PIE is incurred from the first day of employment of any candidate **irrespective of any arrangement for probation or trial periods**. The fee is payable within fourteen days of the employment commencement date or the date on which the appointment

becomes known to PIE, whichever is the earlier. Interest may be charged on overdue accounts at the rate of 2% per month.

15. Subject to the provisions of clauses 4 and 5 above should the client be dissatisfied with the candidate and notifies PIE within thirty days of the first day of employment, PIE will submit a replacement candidate(s) at no extra charge, provided the invoice for the initial placement of the candidate has been paid within the required 14-day period.
16. Should the candidate prove to be unsuitable or resign within 30 days of starting work, the client shall inform PIE as soon as possible, but not later than 10 days after the candidate has left the client. A warning, suspension, resignation or dismissal of the candidate in writing will be taken as proof of the unsuitability of the candidate, and any unpaid invoice in respect of the candidate's appointment will be reversed. Should misconduct by the candidate occur after the initial 30 day period PIE reserves the right to charge the fee stipulated by these terms and conditions for the period worked by the candidate.
17. **All fees stipulated exclude VAT.**
18. These terms and conditions of business and fee structure shall constitute the whole agreement between the parties and no variation or amendment thereof shall be of any force or effect unless agreement thereto is reduced to writing by the parties.
19. The parties acknowledge that no representations or warranties have been made nor given, other those provided for herein.
20. Any signatory to the "Acceptance of the Terms of Business and Fee Structure" warrants to PIE that they are duly authorised.

ACCEPTANCE OF THE TERMS OF BUSINESS AND FEE STRUCTURE

To be completed and signed by the Employer or Principal of School (“the Client”)

I, (full name), the authorised representative of (name of Employer)

In my capacity as (designation)

I have read the Terms of Business of Placements in Education. **I hereby agree**

- **To inform Placements in Education** if I should appoint any candidate for which Placements in Education provides a Personnel Profile;
- **To pay the Placement Fee** for appointments within 15 days of the candidate taking up their post;
- **To treat all Personnel Profiles as strictly Confidential**, and to destroy profiles of persons we do not appoint in order to protect their personal details;
- To ensure that PIE Personnel Profiles or confidential personal information on those profiles are not divulged in any form to any person or organisation;

Placements in Education may enquire about the success of interviews and appointments by phoning:

(name of person)

who is (Designation of person) at this company/school on (phone no.).....

Signature of Client

Date