



G E O M A T R I A

Recruitment & Consulting

SERVICE LEVEL AGREEMENT (SLA)

Between

G E O M A T R I A R E C R U I T M E N T & C O N S U L T I N G
("GMRA")

and

("Client")

1. Definitions

- 1.1 "Candidate" means any individual introduced by GMRA to the Client.
- 1.2 "Placement" means the engagement of a Candidate by the Client in any capacity, whether permanent, temporary, contract, consultant, or otherwise.
- 1.3 "Fees" means the recruitment fees payable to GMRA in terms of this Agreement.
- 1.4 "Effective Date" means the date of signature of this Agreement.
- 1.5 "POPIA" means the Protection of Personal Information Act 4 of 2013.

2. Scope of Services

- 2.1 GMRA shall provide recruitment, staffing advisory, and talent consulting services, including but not limited to:
 - (a) Candidate sourcing, screening, and shortlisting;
 - (b) Preliminary interviews and reference checks;
 - (c) Coordination of Client interviews and offer processes;
 - (d) Advisory on talent strategy and staffing structures.
- 2.2 Should additional requests for background checks, credit checks, immigration services, medical examinations, or compliance verifications be requested from the Client, in connection with the candidate/s, these services are to be conducted at the Client's cost unless otherwise agreed to in writing.

3. Exclusivity and Candidate Ownership

- 3.1 All Candidates introduced by GMRA remain the intellectual and commercial property of GMRA for a period of six (6) months from introduction.
- 3.2 The Client shall not directly or indirectly employ, engage, or refer a Candidate without payment of the applicable Fees.
- 3.3 The Client shall not disclose Candidate information to third parties without GMRA's prior written consent.
- 3.4 Any Placement arising from a Candidate introduction shall trigger the Fees irrespective of the employment structure or intermediary used.

4. Fees and Payment Terms

4.1 Permanent Placements: The Client shall pay a fee equivalent to one (1) month's gross salary of the Candidate, unless otherwise agreed in writing.

4.2 Fixed-Term (FTC)/ Contract Placements:

Fees for Fixed-Term Contract (FTC) placements are calculated as a percentage of the total remuneration package for the full duration of the contract, as outlined below:

4.2.1 Contracts up to 3 months: 20% of total contract value. Fees shall be calculated as an agreed percentage of annual Cost to Company, pro-rated for contract duration.

4.2.2 Fees shall be calculated on the highest remuneration paid or payable within the first three (3) months, including bonuses, allowances, commissions, and benefits.

4.2.3 Conversion to Permanent: If the company decides to hire the fixed-term contractor permanently, the agency will usually charge the remaining balance of a standard permanent placement fee (typically bringing the total fee to 8.3 % of the first year's annual salary)

4.4 Invoices are payable on date of invoice.

4.5 Late payments shall attract interest at 5% per week, compounded weekly.

4.6 GMRA reserves the right to suspend services or withdraw Candidates in the event of non-payment.

5. Service Levels and Delivery

5.1 GMRA shall use commercially reasonable efforts to present suitable Candidates aligned with the Client's requirements.

5.2 Timeframes for Candidate delivery are indicative and not guaranteed.

5.3 GMRA does not warrant Candidate performance, conduct, or suitability beyond good-faith screening.

6. Assurance and Replacement

6.1 GMRA offers a three (3) month assurance period from the Candidate's start date, subject to full and timely payment of Fees.

6.2 One (1) replacement Candidate may be provided at GMRA's discretion.

6.3 No refund or replacement applies in cases of:

- (a) Operational restructuring, redundancy, or business changes;
- (b) Breach of contract or unfair labour practices by the Client;
- (c) Candidate resignation due to Client-related factors;
- (d) Engagement of alternative agencies or internal hires.

7. Client Obligations

7.1 The Client warrants that all remuneration and employment terms disclosed are accurate and complete.

7.2 The Client shall comply with all labour, immigration, and occupational legislation.

7.3 The Client shall not misrepresent remuneration to reduce Fees.

8. Confidentiality and Data Protection

8.1 Each party shall keep all confidential information strictly confidential.

8.2 GMRA processes personal information in compliance with POPIA and applicable data protection laws.

8.3 Personal data may be shared with third parties solely for service delivery and legal compliance.

9. Indemnity and Limitation of Liability

9.1 The Client indemnifies GMRA against all claims, losses, damages, and liabilities arising from Candidate employment.

9.2 GMRA shall not be liable for indirect, consequential, or economic losses, including loss of profit or business interruption.

9.3 GMRA's aggregate liability is limited to the Fees paid by the Client in respect of the relevant Placement.

10. Term and Termination

10.1 This Agreement commences on the Effective Date and continues until terminated by either party on thirty (30) days' written notice.

10.2 Termination shall not affect accrued rights, including Fees due for Placements arising from Candidate introductions prior to termination.

11. Default and Recovery

11.1 Accounts unpaid after thirty (30) days are in default.

11.2 The Client shall be liable for all reasonable legal costs, collection fees, and interest incurred by GMRA in enforcing this Agreement.

12. Dispute Resolution

12.1 This Agreement is governed by the laws of the Republic of South Africa.

12.2 Disputes shall be resolved by binding arbitration in Somerset West under the rules of the Arbitration Foundation of Southern Africa.

12.3 Either party may seek urgent interdictory relief from a court of competent jurisdiction.

13. Domicilium and Notices

13.1 GMRA's domicilium citandi et executandi is:

152 Fagan Street, Strand, Western Cape, South Africa.

13.2 Notices shall be valid if delivered by registered post or email.

14. Entire Agreement and Amendments

14.1 This Agreement constitutes the entire agreement between the parties.

14.2 Amendments must be in writing and signed by both parties.

14.3 No waiver shall be valid unless in writing.

SIGNATURES

For the Client:

Name: _____

Title: _____

Company: _____

Date: _____

Signature: _____

For Geomatria Recruitment & Consulting:

Name: Jenine Ferreira

Title: Operations Manager

Date: _____

Signature: _____

