

The following terms and conditions shall apply for all full-time and part-time placements:

- 1.** Backup is an employment agency not responsible for the payment of salaries.
- 2.** Employers are expected to enter into a legal agreement with the successful candidate/s.
- 3.** Although Backup vigorously endeavours to ensure that the qualifications and references of job applicants are reasonably verified, Backup cannot be held responsible for undetected deliberate fraud or misrepresentations made to Backup or the client by any placed or interviewed person.
- 4.** It is up to clients to ensure that they are satisfied with the references given and that these have been verified directly between the client and referee/s.
- 5.** Backup offers a guarantee on each placed person, valid for 3 months from the first day of employment.
- 6.** Placement fees are not refundable, but in the event that the appointed candidate leaves the client's employment within three months for reasons other than retrenchment, unfair dismissal, or a change in employment terms, Backup Projects undertakes to seek further candidates free of charge. Backup must be given the opportunity to replace the candidate.
- 7.** In the event of placement of a part-time worker, a full placement fee based on the minimum industry salary will be charged when Backup becomes aware of further days being offered to the employee within the first 6 months after initial placement. 200% of placement fee will be charged when it comes to light that Backup was not informed of the offering of more days employment within the first 6 months of employment.
- 8.** If any interviewed person is offered a job by a client without informing Backup, criminal charges of fraud will be laid at the Wierdabrug Police Station against both the interviewed person and the client. Placement fees of 200% of the regular placement fee will also be levied.
- 9.** The client is responsible for the full payment of any placement fee. It is against the law for any employer to deduct any placement fees or part thereof from the employee.
- 10.** In the event of non-payment, the client will be referred for collection after 30 days of day one of placement, except where prior arrangements have been made.
- 11.** Even when a placed person has left the employer after or on day one of placement, the full placement fee remains due and a replacement will be sought forthwith in line with the guarantee.
- 12.** The placement fee is not refundable.
- 13.** If the clients have animals at home he or she must inform Backup during sales and make it clear if the employee will be looking after the animals or not. Failure to do so will result in Backup cancelling the contract.
- 14.** Clients must transfer domestic workers' salaries directly into their bank accounts; forms will be provided in the client's contract pack.
- 15.** The employer must register the employee for UIF as soon as the employee resumes his or her duties.
- 16.** Backup operates as an agent between the employee and the client, and will not be liable of theft, lost or broken goods of the employer due to negligence by the domestic worker.
- 17.** Criminal checks are conducted by Backup, but the client is liable for the costs of such checks.