



SURV GROUP (PTY) LTD

TERMS AND CONDITIONS OF SERVICE

Date Issued: 13 April 2026

(Temporary Staffing, Contractual Engagements and Permanent Recruitment Services)

Company Details

Registered Company Name: SURV Group (Pty) Ltd

Registration Number: 2020 / 874727 / 07

Registered Address: 14 Skeerkwas Proteavalley Cape Town 7536

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1. DEFINITIONS AND INTERPRETATION

For the purposes of these Terms and Conditions, the following definitions shall apply:

1.1 **"SURV"** means SURV Group (Pty) Ltd, including its directors, employees, agents, and representatives.

1.2 **"Client"** means any individual, company, close corporation, partnership, or other legal entity engaging the services of SURV.

1.3 **"Staff"** means any individual introduced, supplied, or assigned by SURV to the Client on a temporary, contractual, or project basis.

1.4 **"Candidate"** means any individual introduced by SURV for purposes of permanent or fixed-term employment.

1.5 **"Services"** means all services rendered by SURV, including but not limited to temporary staffing, short-term contracts, consulting, and permanent recruitment.

1.6 “**Cost-to-Company (CTC)**” means the total annual remuneration package offered to a Candidate, including salary, bonuses, incentives, allowances, and any other financial or non-financial benefits.

2. APPLICATION OF TERMS

2.1 These Terms and Conditions shall apply to all Services rendered by SURV to the Client.

2.2 By requesting a quotation, confirming a booking, engaging staff, or accepting a candidate introduced by SURV, the Client acknowledges that it has read, understood, and agreed to be bound by these Terms and Conditions.

2.3 No variation, amendment, or waiver of any provision contained herein shall be of any force or effect unless reduced to writing and signed by a duly authorised representative of SURV.

3. NATURE OF THE RELATIONSHIP

3.1 SURV operates strictly as a **third-party staffing and recruitment service provider**.

3.2 All Staff supplied by SURV are engaged as **independent contractors**, unless expressly agreed otherwise in writing.

3.3 Nothing in this agreement shall be construed as creating an employment relationship between SURV and the Client, or between the Client and the Staff, unless a separate employment agreement is entered into.

3.4 The Client acknowledges that SURV does not assume responsibility for statutory employment obligations, including but not limited to PAYE, UIF, COIDA, or employee benefits, unless expressly agreed in writing.

4. TEMPORARY AND CONTRACT STAFFING SERVICES

4.1 Staff are supplied on an hourly or daily rate basis, as agreed between the parties.

4.2 Rates shall vary depending on several factors, including but not limited to:

- The nature of the role
- The level of experience required

- The nature and scale of the event or service
- The location and duration of the assignment

4.3 A minimum shift duration may apply and shall be communicated to the Client prior to confirmation of the booking.

4.4 The Client shall be responsible for:

- Providing clear instructions and supervision to Staff
- Ensuring a safe and lawful working environment
- Managing all on-site operations

5. PERMANENT PLACEMENT SERVICES

5.1 Where SURV introduces a Candidate to the Client for purposes of permanent or fixed-term employment, a **once-off placement fee equal to 40% (forty percent) of the Candidate's monthly Cost-to-Company (CTC)** shall be payable by the Client.

5.2 The placement fee shall become due and payable within **14 (fourteen) days** from the date of invoice, irrespective of the Candidate's commencement date.

5.3 The placement fee shall apply regardless of whether the Candidate is employed:

- Directly by the Client
- Through an associated entity
- On a permanent, temporary, or fixed-term basis

6. GUARANTEE PERIOD (PERMANENT PLACEMENTS)

6.1 SURV provides a **14 (fourteen) day guarantee period** in respect of permanent placements, calculated from the Candidate's official commencement date.

6.2 In the event that the Candidate:

- Resigns voluntarily; or
- Is terminated by the Client due to performance or suitability

within the guarantee period, SURV shall use reasonable efforts to source a replacement Candidate at no additional placement fee.

6.3 This guarantee is subject to the following conditions:

6.3.1 The placement fee must have been paid in full and within the agreed payment terms.

6.3.2 The Client must notify SURV in writing of the termination within **3 (three) calendar days** of such termination.

6.3.3 The termination must not arise from:

- Redundancy or restructuring
- Changes to the role or job description
- Misrepresentation of the role by the Client
- Unreasonable or unsafe working conditions

6.4 The guarantee shall be limited to the provision of one replacement Candidate only and shall not, under any circumstances, give rise to a refund of any portion of the placement fee.

7. TEMP-TO-PERM CONVERSION

7.1 Should the Client employ, directly or indirectly, any Staff member introduced or supplied by SURV on a temporary or contractual basis, such employment shall constitute a permanent placement.

7.2 In such circumstances, the Client shall be liable to pay a placement fee equal to **40% of the monthly CTC** of the Staff member.

7.3 This clause shall apply where employment occurs:

- During the course of the assignment; or
- Within **6 (six) months** following the last date of engagement through SURV

8. NON-SOLICITATION AND CIRCUMVENTION

8.1 The Client agrees not to directly or indirectly solicit, engage, employ, or otherwise contract with any Staff member or Candidate introduced by SURV outside of SURV's services.

8.2 Any breach of this clause shall render the Client liable for immediate payment of the full placement fee as set out herein.

9. FEES, INVOICING AND PAYMENT TERMS

9.1 SURV shall issue invoices on a weekly basis or per event, as applicable.

9.2 All invoices shall be payable within **7 (seven) days** from the date of issue.

9.3 For bookings exceeding **R5,000**, a deposit equal to **50% (fifty percent)** of the total invoice amount shall be required.

9.4 Such deposit shall be payable no later than **24 (twenty-four) hours prior to the scheduled commencement of services**.

9.5 SURV reserves the right to withhold or cancel services in the event of non-payment.

10. OVERTIME AND PUBLIC HOLIDAY RATES

10.1 Any hours worked in excess of **9 (nine) hours per shift** shall be deemed overtime and charged at **1.5 (one and a half) times the standard hourly rate**.

10.2 All work performed on recognised public holidays shall be charged at **1.5 (one and a half) times the standard hourly rate**.

11. TRANSPORT AND STAFF SAFETY

11.1 The Client acknowledges its obligation to ensure the safe transportation of Staff.

11.2 Where a shift concludes after **21:00**, transport must be arranged to ensure the Staff member's safe return home.

11.3 SURV may, at its discretion, arrange such transport on behalf of the Client, and the associated costs shall be charged to the Client.

12. CANCELLATIONS AND AMENDMENTS

12.1 Cancellations made prior to **12:00 noon on the day preceding the scheduled booking** shall not incur any charges.

12.2 Cancellations made thereafter may result in the Client being liable for:

- Full staff fees
- Administrative costs

12.3 Any amendments to bookings are subject to availability and may not be guaranteed.

13. LIMITATION OF LIABILITY

13.1 To the fullest extent permitted by law, SURV shall not be liable for any:

- Direct, indirect, or consequential loss
- Loss of profits or revenue
- Damage arising from Staff performance or conduct

13.2 All services are provided on an **“as is” and “as available” basis**, without warranties of any kind.

14. INDEMNITY

14.1 The Client hereby indemnifies and holds harmless SURV against any and all claims, damages, losses, liabilities, and legal costs arising from:

- The conduct or performance of Staff
- The Client’s business operations
- Any third-party claims

15. FORCE MAJEURE

SURV shall not be liable for any delay or failure in performance resulting from events beyond its reasonable control, including but not limited to natural disasters, power outages, transport disruptions, strikes, or governmental actions.

16. CONFIDENTIALITY AND DATA PROTECTION

16.1 All Candidate and Staff information remains the property of SURV.

16.2 The Client shall not disclose or use such information for any purpose outside of engagement with SURV.

16.3 All data shall be processed in accordance with **POPIA**.

17. LATE PAYMENTS AND COLLECTION

17.1 Interest shall accrue on overdue amounts at a rate of **2% per month**.

17.2 The Client shall be liable for all legal costs incurred by SURV on an **attorney-and-own-client scale**.

18. SUSPENSION AND TERMINATION

SURV reserves the right to suspend or terminate services immediately in the event of:

- Non-payment
- Breach of these Terms
- Misconduct

19. ELECTRONIC COMMUNICATION

All communication conducted via email or electronic means shall be deemed legally binding and admissible as evidence.

20. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by the laws of the **Republic of South Africa**, and the parties consent to the jurisdiction of the **Western Cape High Court**.

21. GENERAL PROVISIONS

21.1 If any provision is found invalid, the remainder shall remain enforceable.

21.2 No waiver shall be deemed effective unless in writing.

21.3 These Terms constitute the entire agreement between the parties.

22. ACCEPTANCE OF TERMS

By engaging the Services of SURV, whether through written confirmation, electronic communication, or conduct, the Client expressly acknowledges that it has read, understood, and agreed to be bound by these Terms and Conditions in their entirety.