



## BK CONNECT (OFFICES)



124 Florida Road, Morningside, Durban, 4001

09 Burnside Road, Mount Edgecombe, Phoenix, 4302

**Date: 16 February 2026**

## TERMS AND CONDITIONS

### 1. DEFINITIONS:

“Applicant” shall mean the person responding to the recruitment services of BK Connect PTY LTD or the work seeker as defined in the Labour Relations Act of 1985 as amended or re-enacted from time to time (“the Act”)

“Client” shall mean the person or his/her assignee that uses or intends to make use of any of the services of BK Connect PTY LTD or the contractor as defined in the Act.

“Contractor” shall mean the person placed with the Client by BK Connect PTY LTD under/or whose services are rendered to the Client, or the contracted person as defined in the Act.

“Employee” shall mean the work seeker once placed in permanent employment by the client whether on probation or not.

“Contract” shall mean these terms and conditions together with such further terms and conditions laid down in writing by BK Connect PTY LTD from time to time.



**Florida (Office)**

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2. **RECRUITMENT FEE STRUCTURE PERMANENT PLACEMENTS:**  
guaranteed annual basic salary fee percentage cost fee based on annual total cost to company.

### CONTRACT PLACEMENTS:

#### GUARANTEED ANNUAL BASIC SALARY

#### FEE PERCENTAGE COST

- Fee is based on the Total Cost to Company
- Based on the duration of the Contract

**08%**

### 3. PAYMENT

Payment of BK Connect PTY LTD's fees shall be paid by the Client for permanent and contracts placements within 30 (thirty) days from the date of submission of an invoice to the Client.

4. **PERMANENT PLACEMENT PACKAGES** The annual package will be the total basic salary excluding bonuses payable to the employee by the Client upon placement.

### 5. THE GUARANTEE

- 5.1 BK Connect PTY LTD's guarantee period, which is validated on receipt of payment of BK Connect invoice on or before the 30th day from the date of receipt of invoice, covers the Client in the event of the employee leaving the Client's employ for any reason other than retrenchment. Should such an event



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take place BK Connect will replace the candidate for free, a 3 months' guarantee is applicable if a candidate is terminated from the company or resigns. More candidates will be referred as free replacements.

- 5.2 Should the Employee leave within the guarantee period the Client shall inform BK Connect in writing within 72 hours of the Employee leaving the employ of the Client.

## 6. ADVERTISING

- 6.1 Any additional advertising costs will be for the Client's account provided this has previously agreed upon in writing and BK Connect reserves the right to affect all aspects of advertising at BK Connect discretion.

In instances where BK Connect uses its own discretion for additional advertising, BK Connect will be liable for costs if it has not been agreed to in writing between both parties to this agreement".

- 6.2 BK Connect will always use its best endeavors to ensure that all Client requirements and specifications relating to the publishing of an advertisement are complied with, it is specifically recorded that BK Connect will be responsible in instances where the advertisement as published, did not comply with the Client's requirements and specifications.

## 7. GENERAL

- 7.1 These terms and conditions shall not be varied, cancelled, altered, waived or suspended unless such variation, cancellation, waiver or suspension be confirmed in writing and signed by both **Vision Elevators (PTY) LTD** and **BK Connect PTY LTD**



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- 7.2 These terms and conditions shall be deemed to be exclusive and applicable to each and every contract entered into between the parties. Any variation thereof shall not be binding unless reduced to writing and signed by **BK Connect PTY LTD** and **Vision Elevators (PTY) LTD**.
- 7.3 The address as stated on the invoice will be deemed to be the domicillium citandi et executed of the Client and any letter, notice or process shall be deemed to have been delivered if sent or posted to such domicillum.
- 7.4 No concession, latitude or indulgence allowed by BK Connect to the Client shall be construed as a waiver or abandonment of any of its rights hereunder.
- 7.5 If any of the terms and conditions herein contained shall be invalid, the same shall not invalidate the remainder of these terms and conditions. In the event of the Client breaching any of its obligations and/or failing to timeously make payment of any amount to BK Connect, the Client agrees to pay, and shall be liable to pay all legal costs incurred by BK Connect or the Attorney/own client scale.
- 7.6 The Client shall be entitled to any claim set off or deduction in respect of any payment due by the Client to BK Connect for services rendered.
- 7.7 In all cases where the Client uses the postal services to effect payment, such postal services shall be deemed to be the agent of the Client. Acceptance of the Client's order and requirements by BK Connect are government by the terms and conditions of this agreement, notwithstanding any receipt of acknowledgement of the Client's order/instruction or conflicting oral representation by BK Connect.



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7.8 Either party may terminate this agreement, for whatsoever reason, by giving onto the other 30 days prior notification in writing. ACCEPTANCE Accepted for and on behalf of the Client: Sumaya Mahomed (duly authorized)

This done and signed at Durban on this 17 day of February 2026.

In the presence of the undersigned witnesses. \_\_\_\_\_  
Client **Vision Elevators PTY LTD** (Duly authorized) Accepted for and on behalf of:  
Mahomed. Director (duly authorized)

This done and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

in the presence of the undersigned witnesses \_\_\_\_\_ BK Connect (duly authorized) Accept for and on behalf of **BK Connect PTY LTD**.



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