



Agreement between

Professional Sourcing Pty (Ltd)

(2005/027126/07)

778 Skukuza Street, Faerie Glen, Pretoria

(Hereafter called "Professional Sourcing") AND

Full Name and Surname:

(Hereafter called the 'the candidate')

1. The candidate hereby explicitly authorizes Professional Sourcing Pty (Ltd) its directors, officers, employees (hereafter only called 'Professional Sourcing') to:
 - 1.1. Conduct or request a third party to conduct background screening on the candidate, which includes ITC, criminal and credential verification and reference checks on candidates;
 - 1.2. Prepare, type and submit to potential employers (hereafter called 'the client/s') the candidate's *curriculum vitae* together with all other information gathered by Professional Sourcing or third parties.
 - 1.3. The candidate will not contact the client directly under any circumstances (not by e-mail, telephone, fax, or post)**
 - 1.4. Professional Sourcing will be the contact between the client and candidate at all times.
- 2. Professional Sourcing makes no representations and gives no warranties of any kind, express or implied as to:**
 - 2.1. The expected results of Professional Sourcing dealings with clients on behalf of the candidate; or**
 - 2.2. Any transaction/s that may be entered into or action/s that may be taken by the client on the basis of information provided by Professional Sourcing or third parties on its behalf (hereafter only called 'information provided by Professional Sourcing').**
- 3. In particular and without limiting the generality of clause two (2), Professional Sourcing does not guarantee or otherwise assure the candidate that the client will place the candidate on a short list, invite the candidate for an interview, offer the candidate a position, allow the candidate to commence service/s, continue to keep the candidate in its service or continue to make use of the candidate's services.**
- 4. Professional Sourcing makes no representations and gives no warranties of any kind, express or implied and does not guarantee or otherwise assure that the information on the candidate will be gathered, transcribed or conveyed to the client, in a manner which is accurate, correct, complete, reliable, or error free. Therefore it is expressly agreed that:**
 - 4.1.1. It is the duty of the candidate to ensure that any information including but not limited to information about the qualifications, experience, aptitude, abilities, record and desirability of employment of the candidate, provided by Professional Sourcing, to the client is accurate, complete, reliable or error free in all aspects; and
 - 4.1.2. The candidate indemnifies and holds harmless Professional Sourcing against all loss, damage, claim/s or demand/s, that may be made by the client or any third party against Professional Sourcing in connection with the provision of the services rendered or information supplied by Professional Sourcing, to the client.



5. The candidate expressly acknowledges that Professional Sourcing merely conveys information to the client and in doing so does not purport to make any representations to the client about the candidate including but not limited to the qualifications, experience, aptitude, abilities, record or desirability of employment of the candidate; which s/he appears to have based on the information provided to the client by Professional Sourcing.
6. **To the fullest extent permitted by law, Professional Sourcing excludes/disclaims all liability for any loss or damage (whether direct, indirect, special or consequential) for any cause whatsoever, (whether arising in contract, delict, under statute, in equity or otherwise including but not limited to the negligence of Professional Sourcing its agents or representatives, or breach of contract by Professional Sourcing) for any reason whatsoever, including arising from the use of or reliance by anyone on any services or information provided by Professional Sourcing, whether such damage or loss was foreseeable or not and even if Professional Sourcing it's agents or representatives have been advised of the possibility of such loss or damages.**
7. Without limiting the generality of clause 6 Professional Sourcing will not be liable for any loss or damage:
 - 7.1. Resulting from any failure of performance by Professional Sourcing or any error in information including but not limited to an omission, inaccuracy, incompleteness, addition or other defect in the information provided by Professional Sourcing (e.g. If it turns out that the candidate does not possess the qualifications, skills, attributes or experience s/he appears to have) ; or
 - 7.2. Due to any conclusions reached, transaction/s entered into, action/s taken or omissions made by the client on the basis of information given or services rendered by Professional Sourcing, including but not limited to the client refusing to employ the candidate, refusing to allow the candidate to commence employment, terminating the employment of the candidate, instituting legal proceedings against the candidate, or claiming damages from the candidate.
8. If any term, condition, provision or performance, or any part of a term, condition, provision or performance of this contract (hereafter called 'provision or relevant part thereof') is determined to be invalid, illegal, unlawful or unenforceable to any extent, that provision or relevant part thereof shall be removed from this contract without invalidating or effecting the validity or enforceability of the remaining provisions, unless the provision or relevant part thereof can be amended to make it valid, legal, lawful and enforceable, in such a manner as to leave the amended contract substantially the same in essence, and the contract so amended shall remain in force and effect.
9. This agreement constitutes the whole agreement between the parties and revokes all previous agreements. No agreement varying, adding to or deleting from this agreement, including this clause, shall be effective unless reduced to writing and signed by or on behalf of the parties.

Signed at _____ on this _____ day of _____ 201_

Full Name Candidate/ Applicant

Signature

Full Name Professional Sourcing

For and on behalf of Professional Sourcing