



# EXALT CONSULTING PLACEMENT SERVICES PRIVATE LIMITED

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## TERMS & CONDITIONS

1. All and any business undertaken by the 'EXALT CONSULTING PLACEMENT SERVICES PVT LTD' or ECPS Pvt. Ltd. (hereafter known as 'The Agency') is transacted subject to these conditions each of which have been incorporated or implied in any agreement between the Agency and the candidate (hereafter known as 'The Applicant'). No variations of these terms and conditions shall be binding unless expressly confirmed by the Agency in writing.

2. Fees to the Agency are payable by the Applicant upon the acceptance of the offer by the employer, (not the date of commencement) and are solely in consideration of the introductory services between employers and Applicants. The Agency cannot be held responsible for any losses, costs, claims, damages or liabilities to the Applicant and/or the children of any Applicant or the Applicant's property or to the Applicant arising from the introduction or engagement of Applicants through the Agency.

3. In case where the Applicant has been engaged on a temporary basis and the employment continues for a period longer than that for which the fee has been calculated, or on a permanent basis, the Agency must be notified immediately and the appropriate additional fee will be charged and will be payable as per normal terms of business.

4. All reasonable and due is taken care by the Agency to screen Applicants but no guarantees what so ever are given by the Agency with respect to the Applicant's suitability or otherwise, save that the Agency will always qualifications of the Applicant and a minimum of two references to satisfy itself that the Applicant is suitable, although the Agency cannot be responsible for the bonafides or accuracy of the said references. The Agency shall facilitate the Applicants in securing a job within the validity period of i.e., six calendar months from the date of enrollment for a fresher or if the Applicant has a break in career/education, or if he/she has low academic scores (below 60%) or if the Applicants shifting work profile, and three calendar months from the date of enrollment for an Applicant having relevant work experience of minimum 1 year or more (without any career gap and having above 60% throughout academics

4.1 Once the introductory fee has been paid after duly accepting the terms and conditions the application form i.e. form # 1 should be duly filled along with the signed agreement copy should be submitted to the company via email (scanned document)/post/hard copy at office.

**Note A:** Every field in form # 1 should be filled mandatorily this will help us to understand your profile better.

**Note B:** The date on which updated profile along with the duly filled application form submitted by the applicant to the agency will be considered as the start date of the validity (not the date of introductory fees paid). If this is not followed agency will not be held responsible for the delay in processes

5. The engagement or use of the services directly or indirectly or referral by the company of any Applicant whether permanent or temporary introduced to the employer by the Agency within one year of that introduction shall be deemed acceptance of an agreement to these terms and conditions by the applicant.

### 6. Services/Processing:

- Services are defined as all activities included in processing a candidates profile. These are limited to;

-Contacting Human Resource personnel of various organizations both IT and Non IT on behalf of candidates.

- Sending resumes of the candidates to the Human Resource personnel/Departments of various IT and Non IT organizations for processing.
- Contacting Human Resource personnel of relevant organizations on behalf of candidates & sending them job alerts related to their profiles
- Scheduling interviews for the candidates with prospective employers and coordinating the same with the candidates. It is specifically understood that EXALT CONSULTING PLACEMENT SERVICES PVT LTD. has no control over the process and timing of the interview of the candidate by prospective employers.
- Related activities of EXALT CONSULTING PLACEMENT SERVICES PVT LTD include collection of requirements from prospective employers to match the candidate's profile.
- Candidates after registration shall write us on [updates@exaltconsulting.com](mailto:updates@exaltconsulting.com) to follow up on their respective profile status.
- Dedicated phone lines are provided for updates, hence candidates are requested to call from Monday-Friday during working hours i.e., **10:30AM to 6PM** on the following numbers **+91 7406909666** for updates.

## **7. Fees and Charges:**

**7.1** An introductory fee in accordance with the schedule of fees (printed in this terms and conditions) shall be payable to the Agency by the Applicant, and the Agency fee is payable **if**;

**7.2** The Applicant engages or uses the services directly or indirectly, whether permanent or temporary, introduced to the company/employer by the Agency within one year of that introduction.

**7.3** The client refers for employment any Applicant whether permanent or temporary introduced to the company/ employer by the Agency to any person firm or corporation ('third party') resulting in an engagement for use of the services directly or indirectly of the Applicant by the third party within one year of the introduction of the Applicant to the Employers/Companies by the Agency.

**8.** The Agency will not provide a replacement where the Applicant had been treated unreasonably by the company/employer, given the circumstances of the job they are being retained to do or where the company/employer requires the Applicant to do duties that were not agreed at interview or are contained in any contract between the employer/company and Applicant.

**9.** The appropriate introductory fees as per the schedule of fees (as appears in this leaflet) shall be paid by the Applicant to the Agency.

**10.** Interest will be chargeable on all outstanding payments at the rate of 8% from the due date to till the date of actual settlement.

## **11. Refunds:**

**11.1** The introductory fees shall be refunded upon the expiry of the validity period (applicable as mentioned in the clause no. 4) in the following circumstances;

- If the Agency is unsuccessful in providing a service to the Applicant or - If the Applicant is successful in securing a job

elsewhere on his/her own efforts within the validity period. Then the Applicant should produce the supportive documents provided by his employer to the Agency.

**11.2** The amount to be refunded shall be determined subject to the process of effort estimation as per the company guidelines. To complete the process of effort Estimation Company may require few documents, which candidates shall submit & co-operate with the respective department. Therefore, the agency will take a minimum period of sixty days from date of application for refund to arrive at a decision. The Agency reserves its discretion in the matter of calculating the amount to be refunded after following the procedures as per Agency norms and policies. It is further clarified that the parameter in determining the amount to be refunded is the effort of Applicant, it is not a matter of right. The decision in this regard, made by the Agency shall be final and binding on the Applicant.

**11.3** For the purpose of Audit, Account and record all the refunds if any, shall be made by the way of cash deposit/ Online transfer into the bank account of the Applicant as per details furnished in the refund form prescribed by the Agency.

**11.4** Any claims for refund of the introductory or Agency fee shall be made in writing after duly filling the necessary form (FORM #2) prescribed for this purpose by the Agency immediately within 15 working days after the expiry of the validity period. If no claim is made within the stipulated time as stated earlier, it shall be deemed that the Applicant has willfully given up his claim for refund and the Agency shall not be responsible for any loss or damage incurred to the Applicant due to his own inaction thereafter.

**12.** The Agency does not employ the Applicants. The Employer (third party) is the employer of the Applicant. The role of the Agency is only as a facilitator.

**13.** The Agency reserves the right to review and revise these terms and conditions by giving one week's notice to the Applicant.

**13.1** Any unresolved query regarding refund shall be communicated by calling us on **+91 7406909666** during weekdays within working hours as shown in Clause no. 6.

**13.2** All email communications regarding refunds shall only be addressed to **refund@exaltconsulting.com**

**13.3** The agency has set up a Grievance Officer to resolve all your grievances related to any deficiency in service/refunds or any other issues which was raised at the time of validity or after validity, and can be approached only when support department fails to resolve your query/issues/grievances. Please read carefully our grievance redressal policy carefully mentioned in clause # 15 of terms and conditions.

**14. Code of Conduct:**

**14.1** The Applicant shall maintain proper discipline and dignity within the office premises and he/she shall deal with all matters with sobriety.

**14.2** The Applicant shall inform the Agency of any changes in his/her personal data within 3 days of the occurrence of such change. Any notice, communication or letter

Required to be given to the Applicant shall be delivered to the Applicant personally or shall be sent by post to the Applicant at the address in India as recorded in the Agency.

**14.3** The Applicant shall observe work timings and holidays as applicable.

**14.4** For security purpose and in the best interest of the Applicant and the Agency all information provided to the Agency is kept confidential and shall never be shared or discussed with any third parties at any circumstances.

The Applicant is required to make all communication, update, claim, contact or clarification himself and through no other. Any person claiming to represent the Applicant is required to carry a written authorization (form # 3 which is mandatory can be downloaded from website/send mail request to support@exaltconsulting.com), duly signed by the Applicant before making such representation to the Agency for any communication, update, claim, contact or clarification failing which it shall be deemed that the person representing is committing an act of fraud, cheating or misrepresentation and trespass with ulterior motive and as a matter of course he/she shall be liable to be prosecuted as per law.

**Do's:**

- a.** After completing the registration process candidates are requested to send their updated C V to **registered@exaltconsulting.com** failing which no action will be taken on the respective profile.
- b.** Candidates regarding any unresolved query shall obtain prior appointments by sending an email to the respective team/ department before walking into office to meet the executives of ECPS Pvt., Ltd
- c.** Any Query or update candidates shall communicate to us via e-mail or make telephone calls on **+91 7406909666** during weekdays within working hours as shown in clause no. 6.
- d.** Candidates during the process of communication shall address the e-mail to the specific coordinator/executive assigned to him. When doing so he shall not mark any copy to anybody else or the management.
- e.** An unresolved query by customer support department can be mailed to the grievance officer as per the procedures mentioned in the clause number 15.2
- f.** Any third parties expect the registered candidate/prospective candidates shall not be entertained in the office premises for security & confidential policy adopted by ECPS Pvt., Ltd.

**15. EXALT CONSULTING'S CUSTOMER GRIEVANCE REDRESSAL POLICY**

**15.1 INTRODUCTION**

- At Exalt Consulting Placement services Pvt Ltd (ECPS PVT LTD) Our vision is to be an honest placement related service providing Company committed to do what is right we serve our customers through facilitating in securing a placement (Services as defined in the terms and conditions clause # 6).One of the Key differentiators for us at ECPS is service excellence.

- Towards this objective we have adopted as companywide principle of "treating customers fairly"(TCF), to achieve our TCF goal, our management philosophy, processes and systems are developed in a manner that:

- . Our customers can be confident that they are dealing with a company where the fair treatment of its customers is central to its company culture.
- . Our services are designed to meet the needs of identified consumer groups and are targeted accordingly.

- . Our customers are provided with clear information and are kept appropriately informed before during and after the point of sale.
- . Our Customers receive advice from the company and its representatives which is appropriate for them and takes into account their circumstances.
- . Our services perform as the company led its customers to expect and its customer service is both of and it's acceptable standard and also as its customers have been led to expect.
- In line with our overall objective of service excellence and a comprehensive Board of directors of the company for which the details are set out in the following sections has put approved grievance redressal policy in place.

#### **15.1A. DEFINITIONS**

- A "Grievance/Complaint" is defined as any communication that expresses dissatisfaction about an action, about the standard or deficiency of service of ECPS Pvt Ltd and/ or any intermediary or, asks for remedial action.
- An "Enquiry" is defined as any communication from a customer for the primary purpose of requesting information about ECPS and/ Or its services.
- A "Request" is defined as any communication from a customer soliciting a service related queries.
- "Redressal" is defined as the resolution or disposal of the grievance and communication to the complainant in the event of non-redressal or delay in redressal; the company is to communicate the reasons to the complainant.

#### **15.1B. GREVEANCE ORGANIZATION STRUCTURE**

- The management has nominated a grievance officer to address the customer grievances.
- In orders to effectively address customer grievances the company has designated the grievance officer at its Bangalore's registered office, who is responsible for receiving and managing the grievances submitted by the customers.
- The grievance officer at registered Bangalore office has the overall responsibility to ensure that the grievance redressal guidelines are adhere to, along with the reporting of grievances to the management on monthly and quarterly basis.

#### **15.2. PROCESSES OF RECEIVING GRIEVANCES**

- ECPS PVT LTD have a well-defined process of receiving and registering grievances. We encourage our customers to report to us any grievance or issue that they face regarding their dealings with us.
- Customers can use the following avenue to report grievances to the company by duly filling the grievance form which is known as **form # 4**.
- . Customers shall address their grievance at the below mentioned office address:

Customer Grievance Redressal Unit

Exalt Consulting Placement Services Pvt Ltd

No 22, 1st Floor, Rear wing, N J Chambers,

Opp Ramada Hotel, Shivajinagar,

Bangalore- 560 051

- Grievance form can be availed via 3 channels as follows:

. Download via website [www.exaltconsulting.com](http://www.exaltconsulting.com)

. Email request can be sent asking for grievance form soft copy by mailing to [support@exaltconsulting.com](mailto:support@exaltconsulting.com)

- Grievance form is available at the reception, which can be duly filled, and acknowledgement to be taken mandatory after submission of duly filled grievance form.

### **15.3. PROCESS AND RESOLUTION TIMES FOR GRIEVANCE**

- Grievance acknowledgement: On receipt of a grievance, the company first accesses it on the basis of its merits and nature of grievance. ECPS Pvt Ltd sends a written acknowledgement to the customer within 3 working days of the receipt of the grievance. The grievance acknowledgement contains the name of the officer who is resolving the grievance. It also contains the timeline for resolution of the grievances.

- Grievance Resolution: Grievance is to be resolved within 3 weeks of its receipt and each resolution conveyed vide a final resolution letter. This final resolution letter offers redressal or rejection of the issue, along with reason. The resolution letter also informs the complainant about how the customer can pursue the grievance, if dissatisfied.

- If the grievance is resolved within 3 working days, the grievance resolution is communicated along with the grievance acknowledgement.

### **15.4. RESOLUTION OF GRIEVANCE**

- ECPS Private Ltd endeavors to resolve all grievances to the satisfaction of the customers, in order to ensure fair resolution for the customer, the Managing Director has set conditions for treating the grievances as closed.

- As per the Company regulations, a grievance shall be considered as disposed of and resolved:

. When ECPS has acceded to the request of the complainant fully.

. Where the complainant has indicated in writing acceptance of the response of the company.

. Where the complainant has not responded to the company within 8 weeks of the company's written response.

. Where the grievance redressal officer has certified that the company has discharged its contractual, statutory and regulatory obligations and therefore closes the complaint.

- ECPS PVT LTD redressal grievance policies follow the above definitions.

### **15.5. PROCESS OF ESCALATION**

- In case customers do not receive a response within the prescribed timeline by the company, they may escalate their grievance to the following grievance redressal officer at the registered Bangalore Office:

Contact details: [grievances@exaltconsulting.in](mailto:grievances@exaltconsulting.in) (response timeline 3 working days)

- In case a complainant is not satisfied with the resolution from the above escalation authority, they can contact the Management of ECPS Pvt Ltd At the Bangalore Office Address mentioned above.

#### **15.6 ASSURANCE**

- The Board of directors of Exalt Consulting Placement Services Pvt Ltd has constituted a well-trained grievance officer to assist the management in fulfilling its statutory and fiduciary responsibility to oversee the various compliance issues in relation to the protection of customer's interests, including the need to keep the customer well informed of and educated about our services and complaint-handling-procedures. In addition, on behalf of the management, the grievance officer is responsible to oversee the elements of the company's treating customers fairly.

- It is also to be noted that the overall system of grievance management within the company is an auditable area with periodic reviews reflected in its annual audit plans, significant audit observations are discussed by the grievance officer with the management to ensure an effective closure.

#### **16. Termination of Services:**

During the period of validity, all services extended to the Applicant shall be terminable by giving a written notice at the sole of discretion of the Agency. In the event the Applicant chooses to terminate the services, he/she would be entitled to do so only after the expiry of the validity period. The services provided to the Applicant shall be liable for termination by the Agency without notice if;

- a. Any declaration given by the Applicant or testimonials furnished by the Applicant to the Agency proves to be false.
- b. It is found that the Applicant has willfully suppressed any material information, or,
- c. It is found that the Applicant is found to be convicted or indulge in criminal, sub verse or immoral activities, or,
- d. If the Applicant commits a breach of any terms and conditions of the Agency as specified or any further official communication from the Agency.
- e. Nonattendance at scheduled interviews without any justified or reasonable excuse.
- f. Any abusive/threatening e-mail or telecommunication by candidate or his representative.
- g. Misbehavior by the candidate in the premises of the Agency or with the staff of the Agency.
- h. If the candidate directly or indirectly induces any Applicant or Applicants to perform an act which he/she affecting the business of the Agency would not have done if not for inducement.

If the service is terminated for any of the reason above reasons then the Applicant would not be entitled for any refund of the introductory fee and the same shall stand forfeited.

**17.1. Governing Law.** These terms of this agreement shall be construed and interpreted in accordance with the laws of India and the courts of Bangalore shall have the exclusive jurisdiction in case of disputes arising out of this agreement.

**17.2 Arbitration.** All disputes arising from the execution of or in connection with the agreement should be settled through friendly consultation between both the Parties. In case no agreement can be reached the disputes should be submitted firstly to private mediation of the disputes. In case of further disagreement or on mediation talks having failed between the parties, the dispute shall be referred to arbitration to a sole arbitrator appointed after obtaining mutual consent of the Parties. Arbitration shall be conducted in such language as may be considered convenient to both the Parties and in accordance with the Arbitration & Conciliation Act, 1996. The place of arbitration shall be Bangalore.

**18. Non – Solicitation:**

During or after the validity period or following termination of service with the Agency, irrespective of the circumstances of or reason of termination, the Applicant will not directly or indirectly, solicit, hire or employ any other Applicant or Applicants of the Agency. At no point of time he/she shall directly or indirectly seek to induce any other Applicant or Applicants with the Agency or to become associated with, or perform service of any type for any third party. During or after the period of validity or following termination of the Applicant with the Agency, irrespective of the circumstances of or reason of the termination, the Applicant will not directly or indirectly, solicit, induce or encourage any other client of the Agency to move his/her existing business with the Agency to a third party or to terminate his/her business relationship with the Agency.

**19.** These terms and conditions are governed by the law of the Union of India and are subject to the exclusive jurisdiction of the courts of Bangalore, Karnataka India.

**20.** The Introductory fee of Rs. .... (Inclusive of taxes) is collected after duly issuing receipt on receiving the amount.

Please note that while availing services, you will be governed by all rules and regulations of the company, which are in force from time to time and the company shall have the right from time to time to vary or modify any of the terms and conditions of the service which shall be binding on the Applicant. We take pleasure in welcoming you to our organization and look forward to a mutual beneficial association.

**SCHEDULE OF FEES**

Sr. No	Fees	Description
1	Introductory Fee	One time charge for introduction to companies/employers and for extending the services, preparation or Resumes and for training etc.,
2	Agency Fee  (After accepting the offer) As per the Terms of Service Agreement Introductory Fees deductible from Agency fees	a). Rs. 15,000/- INR (inclusive of taxes) one time charge, payable immediately after the acceptance of the offer provided to the applicant if the monthly pay package is 49,999/- or below  b). Rs. 25,000/- INR (inclusive of taxes)one time charge, payable immediately after the acceptance of the offer provided to the applicant if the monthly pay package is 50,000/- and Above.

Company Address: # 22, 1st Floor, N J Chambers, Opposite Ramada Hotel, Near Shivajinagar Bus Stop, Shivajinagar, Bangalore: 560 051

All Applicants must have read the 'Schedule of Fees' and 'Terms and Conditions' for the EXALT CONSULTING PLACEMENT SERVICES PVT LTD and agree to be bound by them.

**DECLARATION**

I acknowledge that I was provided with an unsigned copy of this terms and conditions in advance of signing the same and was accorded with ample opportunity to read and seek whatever clarifications related to the agreement. I have read and understood the above terms and conditions and I am accepting the same.

**Date:**

**Place:**

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