

COMPANY LOGO

FIXED TERM CONTRACT

(Occupation: _____)

ENTERED INTO BETWEEN

Company Name

(Herein after also referred to as "the employer" or "the company")

AND

(Herein after referred to as "the employee")

Full LEGAL Name as appears on:

*Green ID Book
Passport
Work Permit
Asylum Papers*

ID / PASSPORT NUMBER

Initial _____ / _____

1. TERMS AND CONDITIONS OF EMPLOYMENT

1.1 You are employed on a **FIXED TERM CONTRACT** for a fixed *period of* _____
months in terms of Section 198B (4) (____) of the Labour Relations Act, Act 66 of 1995 as Amended, or alternatively for the duration of the following Project / Event:

1.2 The reason for fixing the term of the contract is for the following reason/s:

1.3 It is expressly stated and agreed that the employee will not be employed by the company beyond the stipulated period, project or event, unless agreed in writing.

1.4 The terms and conditions set out herein will constitute the employee's contract with the company with effect from the date as per Annexure A of this Agreement (*"the effective date"*).

1.5 Where a Basic Condition of Employment is not specifically mentioned in any applicable Sectoral Determination or Collective Agreement, the relevant Legislation will be applicable (eg. the Basic Conditions of Employment Act, Act 75 of 1997 'BCEA', the Labour Relations Act, Act 66 of 1995 'LRA' and any amendments to Legislation).

2. INTRODUCTION

2.1. The company conducts business, *inter alia*, as a _____ and seeks and renders a professional service to clients for limited or indefinite periods of time.

2.3. The parties hereby record the basis, upon which the company engages the employee.

3. SERVICES

3.1. The employee's services, as set out in annexure "A" to this agreement, may be amended from time to time as the operational requirements of the company require.

3.2. Should the employee's services be amended as aforesaid the remaining terms and conditions of this agreement shall remain in full force and effect.

Initial _____ / _____

4. DURATION AND PROBATION

- 4.1. This **FIXED TERM CONTRACT** shall commence on the Start Date and shall be effective until the End Date or until the completion of the specified project / event (as specified in annexure "A").
- 4.2. Upon the termination date this agreement shall be terminated automatically and no notice is required to be given of such termination. The company shall, endeavor, to the extent that it is able, to notify the employee of the termination date prior to the time in order that the employee may make alternative employment arrangements.
- 4.3. The company may also terminate this agreement prior to the termination date for any reason recognised in law.
- 4.4. The parties specifically agree that the Company cannot offer employment to the employee on any other basis as to the duration of this agreement than the basis recorded in clause 4.1 of this agreement.
- 4.5. The first 30 (thirty) days of the employee's employment will serve as a probationary period, during which, time the performance and suitability to the position will be evaluated by the employer.
- 4.6. The purpose of the probationary period is to afford the employer an opportunity to evaluate the employee's performance before deciding whether or not to confirm their appointment. The probation period is however not used for the purposes of

depriving the employee of the status of employment, but of particular significance that proper evaluation and consideration be given to the employee's performance, compatibility with and overall conduct.
- 4.7. To the extent that it is necessary, the employee will be given reasonable evaluation, instruction, training, guidance or counseling in order to allow the employee to render satisfactory service during the course of the probation period.
- 4.8. Should the employer determine that the employee's performance is below standard, the employer will advise the employee of any aspects in respect of which it considers the employee to be failing to meet the required performance standards.

4.9 After further evaluation and possible conclusion that the employee is not rendering the service satisfactorily that might be reasonably be expected by the employer, the employer may either terminate this agreement or extend the probation period, as the case may be.

4.10 Should the employee, at the end of the probation period, in the absolute discretion of the employer, be fit to be appointed, the employee will be employed as such, subject to the terms and conditions contained in this agreement.

5. RETIREMENT

5.1 The normal retirement age within the business of the Employer is 60 (sixty) years of age, provided however that the Employer may in its absolute discretion increase such age.

6. UNDERTAKINGS BY EMPLOYEE

The employee agrees:

- 6.1. to comply with all reasonable and lawful requests of the company given to the employee from time to time in relation to the rendering of the employee's services;
- 6.2. to obey and comply with all lawful and reasonable instructions given to the employee by the company;
- 6.3. to be true and faithful to the company and to the client in all dealings and transactions and services whatsoever relating to the company's and/or the client's business and interests;
- 6.4. to submit to the company, or to any person nominated by it, such information and reports as may be required of him/her in connection with performance of his / her duties;
- 6.5. to perform such other services consistent with this agreement as may reasonably be required by the company;
- 6.6. to perform the services within the time periods agreed to with the company and in a manner consistent with the standards and quality required by the company;
- 6.7. to present himself/herself as and where required by the company for the performance of the services provided for in this agreement or at such additional times as the company may reasonably require;

6.8. to inform the company immediately in the event that the client, or any of its employees, agents, shareholders, partners or representatives, make an offer of employment to the employee or in the event that any of the aforementioned attempt to encourage or entice or persuade in any manner the employee to terminate his / her employment by the company.

7. TERMINATION OF EMPLOYMENT

- 7.1. Notwithstanding anything to the contrary, either party may terminate this agreement in accordance with legislative notice periods.
- 7.2. The company will be entitled to terminate the employee's employment without notice if the employee:
- 7.3. commits a serious or persistent breach of any of the provisions of this agreement;
- 7.4. is guilty of any serious misconduct or deliberate neglect in the discharge of the employee's services and duties under this agreement;
- 7.5. absents him / herself from work without notification or authorisation;
- 7.6. willfully disobeys any lawful order or direction of the employee's superior or the management of the company;
- 7.7. becomes of unsound mind;
- 7.8. is convicted of any criminal offence other than an offence, which in the reasonable opinion of the company does not affect the employee's position as an employee;
- 7.9. fails to disclose relevant personal information, or discloses materially incorrect, intentionally vague or false personal information in relation to the employee's employment;
- 7.10. fails to carry out duties in a fit and proper manner;
- 7.11. is guilty of any conduct which will justify summary dismissal at common law;
- 7.12. either party is entitled to terminate this Agreement without notice for reasons accepted in law.
- 7.13. It is a term and condition of the Fixed Term Contract of Employment that it may

be terminated earlier due to the Operational Requirements of the employer after a due process in terms of Section 189 of the LRA has been followed.

8. OTHER EMPLOYMENT

8.1. The employee is to devote his / her full time and attention to his / her duties and is not permitted to undertake any other employment while employed by the company, whether such employment be paid or unpaid, without the prior written consent of the company.

9. TIMESHEET

9.1 The employee shall be required to complete and submit timesheets on the basis specified in annexure "A", and shall ensure that they are countersigned by a duly authorised representative of the client as soon as reasonably possible thereafter.

10. REMUNERATION

10.1 The remuneration of the employee is specified in annexure "A", and this salary / wage will be paid in the account nominated by the contractor in annexure "A".

11. DEDUCTIONS

The company shall be entitled to deduct from the employee's remuneration:

11.1 any amount that the company is legally obliged to deduct in terms of any law, court order or arbitration award: and

11.2 any amount in respect of which the employee's written authority has been obtained.

11.3 Should the employee at any time owe any amount to the company, the employee hereby consents and authorizes it to forthwith deduct such amounts owed from the employee or set the amounts off against any amount owed to the employee by the company.

12 PLACE OF WORK

12.1 Due to the nature of the services rendered to the client/s, the employee's contracted place of work will be specified in Annexure A under Client.

13 CODES, PROCEDURES AND POLICIES

- 13.1 The employers' disciplinary code and procedure, grievance procedure, standard procedures and policies governing security, health and safety, and customer care, as well as any other standard policies and procedures relating to employment, apply to the employee's employment with the company. The employee undertakes to acquaint himself/herself with the terms and conditions of such codes, procedures and policies. In the event that any such codes, procedures and policies are not in existence at the time that this contract of employment is entered into, they shall apply to this employment contract at the time that they are introduced.
- 13.2 Such policies is obtainable at the contract site or head office and can be obtained by the line manager.
- 13.3 It is the policy of the company that any employment dispute regarding any unfair labour practice or unfair disciplinary procedure be submitted to your line management. In the event of having a dispute, an official grievance must be submitted to the company. Once received, the company will address the grievance.

14 NON-SOLICITATION

- 14.1 The employee undertakes that neither he/she nor any business, trade, firm, undertaking or concern in or by which he/she is directly or indirectly interested or employed will within 24 (twenty four) months after the termination date, directly or indirectly-
- 14.2 encourage or entice or incite or persuade or induce any employee of the company to terminate his employment by the company; or
- 14.3 furnish any information or advice to any employee then employed by the company or to any prospective employer of such employee or use any other means which are directly or indirectly designed, or in the ordinary course of events calculated, to result in any such employee terminating his employment by the company and/or becoming employed by or directly or indirectly in any way interested in or associated with any other business, trade, firm, undertaking or concern (which shall include the client).

15 OVERTIME

- 15.1 The employee may on occasions be required to work time over and above the employee's normal hours of work and the employee hereby agrees to perform such

lawful overtime as is reasonably required by the company from time to time. *In addition, it is agreed that in the event of emergency work it will be compulsory for the employee to work emergency overtime.*

16 ANNUAL LEAVE

- 16.1 Annual leave is governed by the provisions in the Act, as amended from time to time.
- 16.2 The employee will accrue 1 day's paid leave for every 17 days worked.
- 16.3 It is recorded that the employee must formally apply for leave by requesting leave from the company and the granting of such leave by the company;

17 SICK LEAVE & MATERNITY LEAVE

- 17.1 Sick leave is governed by the provisions in the Act, as amended from time to time. The employee is entitled to one day's paid sick leave for every 26 days worked, during the first six months of employment. Thereafter, during every sick leave cycle (36 months), an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.
- 17.2 Should the employee be required to be absent from work for reasons of sickness or injury, he / she shall personally contact his or her immediate superior immediately, in terms of the employers' policies, of this and also of when he / she expects to be able to return to work. Any sick leave taken in excess of any two consecutive days and more or any two days during an eight week period, must be supported by a registered medical practitioner's certificate.
- 17.3 Should the employee at any time, in the reasonable opinion of the company, become unable to perform his / her duties adequately by reason of ill health, the company will be entitled to terminate his / her employment on such terms as the company in its discretion considers reasonable after a due process, in line with legislation, have been followed.

18 PUBLIC HOLIDAYS

- 18.1. The statutory public holidays prescribed by the Public Holidays Act, 36 of 1994, are observed by the company.

19 RETURN OF ASSETS AND RECORDS ON TERMINATION OF THIS AGREEMENT

19.1. On termination of this agreement the employee shall immediately deliver to the company all assets, records, documents, accounts, letters, notes, memoranda, papers and items of every description within the possession or control of the employee relating to the affairs and business of the company and/or the client, whether or not they were originally supplied by the company or the client.

20. CONFIDENTIALITY

20.1. Both parties shall, throughout the term of this agreement and after its termination for whatever reason, keep confidential and not disclose its terms and provisions to any other person other than the legal advisors of the respective parties.

20.2. The employee acknowledges that he / she shall have access to secret and confidential information of the company and/or the client. The employee shall not, during the period of this agreement or thereafter, use for his / her own benefit, or for the benefit of any other person, or divulge or communicate to any person, (except to the company and/or the client and to those directors, members and employees of the company and/or the client whose province it is to know same) any of the secret and confidential information of the company and/or the client which he / she may receive or obtain in relation to the company's and/or the client's affairs. The employee accepts that disclosure of such secret and confidential information and/or other confidential material shall constitute a material breach of this agreement, entitling the company and/or the client to take such action against him/her as it/they deem/s fit under such circumstances.

20.3. For the purpose of this clause 20 "secret and confidential information" means any confidential and/or secret information, including but not limited to artistic works, designs, drawings, sketches, plans, technical know-how and data, systems, software, processes, methods, client/customer lists and marketing or financial information. Secret and confidential information shall also include any programmes or programming developed by/for the company and/or the client, contracts and personal introductions at all levels, patents, trade-marks and copyrights.

20.4. The employee undertakes to refer all queries, requests for information, details sought, and any other information elicited, by any member of the press or media to the company and to the managing director or chairman of the client, and undertakes that no information of whatsoever nature pertaining to the affairs of the company or the client

shall be furnished by the employee to the press or media. The employee undertakes that any enquiries made or information sought by any member of the South African Police Services shall be referred to the company and to the managing director or chairman of the client, and undertakes further not to furnish any information of whatsoever nature pertaining to the affairs of the company or the client to any member of the South African Police Services unless legally obliged so to do.

21. INTERVENTIONS, DISCOVERIES AND COPYRIGHT CLAUSE

- 21.1. Any discovery or invention or secret process or improvement in procedure made or discovered by the employee during the performance of his / her services to the company in connection with or in any way affecting or relating to the business of the company /client or capable of being used or adapted for use by the company/client or in connection with its businesses shall be disclosed to the company and shall belong to and be the absolute property of the company/client.
- 21.2. Insofar as may be necessary the employee hereby assigns to the client the copyright in all present and future works eligible for copyright, including, without limitation, literary or artistic works of which he/she may be the author, which works were or are created, compiled or brought into being during the course and scope of rendering services to the client . No consideration shall be payable by either the company or the client to the employee in this respect.

22. GENERAL

- 22.1. The employee accepts that, subject to consultation, the company may, from time to time affect amendments to the terms and conditions of the employee's employment where it is reasonable in the circumstances.
- 22.2. This agreement, read with the further personnel documentation, to which the employee will have a right of access at any reasonable time, will constitute the entire contract between the employee and the company with regards to the matters dealt with in this agreement, and no representations, terms, conditions or warranties not contained in this agreement will be binding on the parties.

23. DOMICILIUM CITANDE ET EXECUTANDI

23.1 The parties hereby choose the following addresses as their chosen *domicillia citande et executandi* for all purposes arising out of this agreement.

23.2 Either party may from time to time change his/her *domicilium* by notice in writing to the other party.

in the case of the company:

postal address :

physical address:

current fax no :

current tell no :

in the case of the employee:

postal address :

physical address :

current fax | tell no :

23.3 Notices given to the above addresses shall be deemed to have been duly given

23.4 14 days after posting, if posted by registered post to the party's postal address;

23.5 on delivery, if delivered to the party's physical address; or

23.6 on despatch, if sent to the party's then fax number.

Initial _____ / _____

23.7 A party may change that party's addresses for this purpose, by notice in writing to the other party, provided that the new addresses include a physical address in the Republic of South Africa.

24. ENTIRE CONTRACT

24.1. This agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the agreement and the parties waive the right to rely on any alleged express provision not contained in this agreement.

25. VARIATION, CANCELLATION AND WAIVER

25.1. No contract varying, adding to, deleting from or cancelling this agreement, and no waiver of any right under this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.

26. INDULGENCES

26.1. The grant of any indulgence by a party under this agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

Annexure "A"

Name of Contractor	Company Name
Contract Site/Client	
Start Date End Date (if any)	
Scope of Services	
Salary / Hourly Rate	
Working Hours	

Overtime & P/Holiday	The company reserve the right not to pay employees overtime under circumstances whereby such employee earns above the earnings threshold as determined by the Minister of Labour. Current threshold is R211 596.30 per annum.
Billing Period and Timesheets	
Employee Account Details for Payments	Account Holder: Name of Bank: Bank Branch Code: Name of Branch: Type of Account: Account Number:
Other	

SIGNED at _____ on _____ 20__.

AS WITNESS:

For: **THE COMPANY**

Signature of Witness

Full Name of Witness in print

Company Manager / Director Signature

SIGNED at _____ on _____ 20__.

AS WITNESS:

Signature of Witness

Contractor Signature

Full Name of Witness in print