

CONTRACT OF EMPLOYMENT BETWEEN:

COMPANY LOGO

COMPANY NAME

(hereinafter referred to as “the EMPLOYER”)

ADDRESS

AND

(EMPLOYEE FULL NAME)

(hereinafter referred to as “THE EMPLOYEE”)

IDENTITY NUMBER:

INCOME TAX REFERENCE NUMBER:

HOME & POSTALL ADDRESS:

TELEPHONE NUMBER: (Cell)

EMAIL ADDRESS:

Indefinite Period
CONTRACT OF EMPLOYMENT
BASIC CONDITIONS OF EMPLOYMENT ACT

We have pleasure in confirming your employment on the following terms and conditions:

1 POSITION

- 1.1 You have been employed as a **(Employee Position)**, or in such other capacity of a like status as may from time to time be required. You will report directly to the Managing Member, who shall be entitled to guide, direct, supervise and discipline you in the performance of your work
- 1.2 You are required to perform your duties so as to ensure the successful operation of the Employer. Please note that you may on occasion be required to perform tasks that are not part of your normal daily duties, but may be necessary due to the operational requirements of the Employer.
- 1.3 You further agree to accept any other similar post or rearrangement of duties; which the Employer, in consultation with you, may determine is necessary from time to time. In this event, the Employer will provide any training or guidance necessary to assist you in performing such other functions.
- 1.4 You shall act in the best interests of the Employer at all times and shall perform to ensure the improvement, development, protection and preservation of the business, reputation and goodwill of the Employer.

2 DURATION AND PLACE OF WORK

- 2.1 Your commencement date of employment is (enter start date) as per the first day of continuous employment with the Employer, notwithstanding the date of signature to your contract of employment.
- 2.2 Your contract of employment shall prevail for an undetermined period, subject to the terms and conditions of employment as set out below.

3 PROBATIONARY PERIOD

- 3.1 You shall be on probation during the first three months of employment and as such, there is no guaranteed expectation of continued employment to the end of the probationary period or thereafter. During the probationary period the Employer will train you on the Employer's methods and way of work; assess your suitability, compatibility, skill, conduct, knowledge of job functions and capacity to perform to the required standards of the position and if necessary, provide you with the opportunity to improve.
- 3.2 In the event that you take any leave during your probation period, your probation period will be automatically extended by the number of days that you did not attend work.
- 3.3 In the event that the Employer, in its sole discretion, should be of the opinion that your services are not suitable, or satisfactory, the Employer may either, in discussion with you, extend your probation for a further three months, or terminate your services without reference to any formal disciplinary procedure, but subject to a hearing.
- 3.4 On successful completion of the probationary period, this contract of employment shall prevail for an indefinite period, subject to the termination clauses hereof.
- 3.5 Successful completion of the probation period will be specifically dependant on you writing and passing the Google examination.
- 3.6 Despite the probationary period, in the event that you commit a serious breach of your employment contract, then the Employer shall be immediately entitled to terminate employment subject to fair labour practices.

4 REMUNERATION

- 4.1 You will receive a monthly remuneration package of (monthly salary), CTC. You will be paid on the 25th day of each month or such other day as may be determined by the Employer.
- 4.2 Your salary is payable in arrears. Deduction for unemployment insurance and PAYE, where applicable, shall be made from any such remuneration. In addition, deduction shall be made of any other amount authorised by you and agreed to by the Employer including, authorised personal loans, overpayments, any notice period not complied with on resignation and for any damages incurred by the Employer as a result of any gross negligence which you may have committed. Any such personal deductions will not exceed more than one-quarter of monthly salary. In the event that you cease to be employed by the Employer for any reason, the Employer may retain and set-off all monies due to the Employer by you in respect of outstanding salary, leave pay, or any other sources whatsoever, until your obligations arising from any such monies owed to the Employer have been fully and completely discharged.
- 4.3 It is the Employer's policy to treat all remuneration packages as private and confidential and you are therefore required to observe this principle.

5 HOURS OF WORK

- 5.1 Office hours are from _____ with an hour meal break. You are expected to complete all daily tasks as far as is reasonably possible before you leave in the afternoon.
- 5.2 The Employer reserves the right to change business operating hours to suit its needs. You agree that the Employer may change your working hours, after consultation with you before implementing such a change.
- 5.3 In the event that you are unreasonably arriving late or leaving early you will not be paid for time not worked. Absence from work without authorisation will not be paid. Absenteeism without prior permission could also render you liable for disciplinary action.
- 5.4 In addition to the hours set out in 5.1 above, you may be required to work outside normal office hours or to work overtime and you agree to work such times as may be required, on occasion, consistent with prevailing practice in the industry or when the need to do so arises, provided that:

- 5.4.1 The Employer will endeavour to give you notice during the working day prior to the day on which you are required to work overtime;
- 5.4.2 Nothing herein shall limit the Employer's right and your obligation to work "emergency" overtime on short notice;
- 5.4.3 Subject to 4.5 above, overtime remuneration will be paid in accordance with the industry norms and standards, only if such overtime has been authorised by management in writing prior to such work being performed.

6 LEAVE

6.1 PUBLIC HOLIDAYS

- 6.1.1 You will be entitled to paid leave on all statutory public holidays unless you are required to work overtime on a public holiday, in which event clauses 4.5 or 5.4 will apply.

6.2 ANNUAL LEAVE

- 6.2.1 In general, you shall be entitled to 15 working days paid leave, as annual leave, in respect of each period of 12 (twelve) consecutive completed months worked.
- 6.2.2 You may not normally accumulate annual leave and you must proceed on annual leave within six months after the end of the annual leave cycle. Annual leave days not taken within six months after any current annual leave cycle expires will be forfeited.
- 6.2.3 In the event that your services are terminated for whatever reason during a year, the leave entitlement for the year will be pro rated from the anniversary date of employment until date of termination of service.
- 6.2.4 Annual leave shall not be paid out, unless it has accrued in a current annual leave cycle and only in the event of a termination of service.

6.3 SICK LEAVE ON ACCOUNT OF ILL HEALTH

- 6.3.1 You shall be entitled to sick leave calculated on the basis of the number of days you would normally work during a period of six weeks during each period of 36 consecutive months for which you are employed. This is calculated at 30 working days paid sick leave during

each period of 36 consecutive months for which you are employed (“sick leave cycle”).

- 6.3.2 Notwithstanding this clause above, during the first six consecutive months of employment, you shall not be entitled to sick leave on full remuneration at a rate of more than one working day in respect of each 26 days worked.
- 6.3.3 During your first sick leave cycle, the Employer may reduce the sick leave entitlement by the amount of days taken as sick leave in the first six months of employment.
- 6.3.4 The Employer is not required to pay you if you have been absent from work for more than two consecutive days, or on more than two occasions during an eight week period and, on request by the Employer, you do not produce a medical certificate signed by a medical practitioner, stating that you were unable to work for the duration of your absence on account of sickness or injury.

6.4 MATERNITY LEAVE (*where applicable*)

- 6.4.1 A female Employee is entitled to 4 consecutive months’ maternity leave on an unpaid basis.
- 6.4.2 Leave must be taken at any time from 4 weeks before the expected date of birth and for at least 6 weeks after the birth or registered adoption of her child.
- 6.4.3 No Employee will be permitted to recommence work, within 6 weeks after the birth of her child, except in the case where at her request, written permission is granted by an authorised medical practitioner or midwife.
- 6.4.4 An Employee who has a miscarriage during the third trimester of pregnancy or who bears a stillborn child is entitled to maternity leave for six weeks on an unpaid basis after the miscarriage or stillbirth.
- 6.4.5 You undertake to notify the Employer in writing at least six weeks before the expected date of confinement of:
 - 6.4.5.1 planned date to go on maternity leave
 - 6.4.5.2 planned date to return to work after maternity leave

6.4.6 Prior written authorisation for such maternity leave shall have been obtained from the Employer prior to you proceeding on such leave.

6.5 FAMILY RESPONSIBILITY AND PARENTAL LEAVE

6.5.1 When you have been employed by the Employer for longer than 4 months, you will be entitled to paid family responsibility leave of a total of three days per annum.

6.5.2 This leave is only applicable in the case:

6.5.2.1 When your child is sick and/or

6.5.2.2 In the event of death of your spouse or life partner, parent, grandparent, child, grandchild or sibling.

6.5.3 The Employer reserves the right to request reasonable proof of an event contemplated for which the leave was required.

6.5.4. An employee, who is a parent of a child, is entitled to at least ten consecutive days parental leave. An employee may commence parental leave on the day that the employee's child is born or the date that the adoption order is granted, or that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalization of an adoption order in respect of that child, whichever date comes first.

6.5.5. An employee, who is an adoptive parent of a child who is below the age of two, is entitled to adoption leave of at least ten weeks consecutively or parental leave as per clause 16.10. An employee may commence adoption leave on the date that the adoption order is granted or that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalization of an adoption order in respect of the child.

7 **COMPULSORY RETIREMENT AGE**

The compulsory retirement age shall be 60 (sixty) years old. This notwithstanding, the Employer may offer continuance in employment on a contractor basis thereafter at the sole discretion of the Employer on such terms and conditions as may be agreed.

8 CHANGES TO REMUNERATION AND CONDITIONS OF EMPLOYMENT

Your terms and conditions of employment are further subject to change and may be varied from time to time, after consultation with you, by an Employer review or restructuring or legislation changes. Any such amendments to this contract shall be committed to writing in order to have any force and effect.

9 CONFLICT OF INTEREST

9.1 You will ensure that your service is placed at the sole disposal of the Employer and you will not engage in any activity, either directly or indirectly, which is, or could be, construed to be in conflict with, or prejudicial to the interests of the Employer.

9.2 If for any reason, you contemplate accepting secondary employment or to become in any way involved in an alternative business, or "freelancing", authorisation must first be requested and acquired from the Employer. If in the reasonable opinion of the Employer, your request may adversely affect your performance your request may be refused.

9.3 Where permission has been granted for you to become involved in alternative employment/business and it has an adverse effect on your employment with the Employer, then the Employer may insist that you relinquish your involvement in the other employment or business.

9.4 You will further have no financial participation, whether directly or through a nominee, in an undertaking, which in any way competes, or is related to the business of the Employer.

9.5 You will obtain the permission of the Managing Member in writing, prior to your making or contributing any article or statement to the media which in any way relates to the nature of the industry or of the Employer's financial or personal involvement, either directly or indirectly, in any business venture.

9.6 You are required to conduct yourself in a manner which furthers the interest of the Employer at all times and in no way detrimentally affects the reputation of the Employer or renders you unsuitable to continue to be employed in your present function.

10 TERMINATION OF EMPLOYMENT

10.1 This contract may be terminated at any time, for any of the following reasons: misconduct; unacceptable work performance; incapacity; operational reasons; any other legal reason.

- 10.2 This contract may be terminated by either party giving written notice to the other. The notice period for a termination of service is as follows:
- 10.2.1 one week during the first six months of employment; or
 - 10.2.2 two weeks notice, if employment has endured for more than six months, but not more than one year; or
 - 10.2.3 four weeks notice must be given if employed for more than one year.
 - 10.2.4 The members of Traffic Brand Digital CC kindly request if notice is given that you consider giving them 2 months' notice due to the importance of the position you are in and the difficulty in finding a suitable candidate to replace you.
- 10.3 The Employer may pay you in lieu of requiring you to work during such notice period. However, you agree that should you resign and choose not to work the required notice period, the Employer may deduct an equivalent amount of money which you would have earned during the notice period, from your remuneration.
- 10.4 Notice may not run concurrently with authorised annual or maternity leave.
- 10.5 Subject to fair labour practices being applied, nothing contained herein shall restrict the right of the Employer to terminate this contract without notice for any cause recognised by law as sufficient or for any breach of the employment contract.
- 10.6 In the event that you are absent from work without prior notification for five consecutive working days, you will be regarded as having deserted and you will be liable to immediate dismissal.

11 **CONFIDENTIALITY AND RESTRAINT**

- 11.1 It is recorded that by virtue of your association with the Employer and by virtue of your position within the Employer, you will become possessed of and will have access to the trade secrets and confidential information of the Employer.
- 11.2 You will also be trained and continue to receive training from the Employer in the specialised nature of the Employer's business and you will develop a close business relationship with people who do business with the Employer and the customers of the Employer.

- 11.3 It is further recorded that if on termination of the employment for whatever reason, you take up employment or otherwise become associated with or interested in a competitor of the Employer, the proprietary interests of the Employer in and to its trade secrets and confidential information will be prejudiced.
- 11.4 Having regard to what is recorded herein, you undertake that in order to protect the proprietary interest of the Employer in and to its trade secrets and confidential information:
- 11.4.1 you will not, during the period of this agreement or at any time thereafter, use for your own benefit or for the benefit of any other person or disclose or communicate to any person or persons (except to those officials of the Employer who are entitled to know the same) any of the Employer's customer or supplier lists, trade processes, trade secrets or confidential information of the Employer and/or customers which the Employer may receive in relation to any of the affairs of the Employer or any of the affairs of any of the customers of the Employer or any of the working methods or techniques which are used by the Employer in the advancement and conduct of its business.
- 11.4.2 any books of account, price lists, correspondence, reports, quotations, designs, presentations, written instructions, documents, catalogues, memoranda, notes, any other writings (including copies thereof), keys, hardware, software and Employer equipment (including tool-kits) which are made by you or which come into your possession during the period of the employment and thus are the property of the Employer, remain the property of the Employer and shall be returned by you to the Employer on demand (in good order and repair) and in any event on the termination of the employment for whatever reason and you shall not retain any items, copies thereof or extracts there from; and
- 11.5 You further undertake not to directly or indirectly take up employment with any direct competitor of the Employer for a period of 6 (six) months from the date of termination of your employment.
- 11.6 You further undertake not to copy any software developed or used by the Employer for your own use or that of any person/entity other than the Employer during or after your employment with the Employer.
- 11.7 You acknowledge that the restrictions contained in paragraph 18.5 are fair and reasonable and necessary to safeguard the interests of the company

and its clients. The Employer agrees that said restrictions in 18.4 will not be enforced in the event that you are dismissed for operational requirements due to financial performance of the Employer.

11.8 The invalidity or un-enforceability of any one or combination of restraints referred to in this clause 18 shall not affect the validity and enforceability of the remaining restraints referred to in clause 18 or any other combination of such restraints.

11.9 You further undertake that you will not after the termination of employment, take advantage of, to the prejudice of the Employer, any personal relationship or confidence with any client or supplier of the Employer which has been established during employment with the Employer.

11.10 You have carefully read the provisions of this Agreement and understand the implications and effect of the provisions hereof, and have entered into this Agreement freely and voluntarily.

12 NON-DISCLOSURE:

Any material non-disclosure or misrepresentation with regard to your previous employment, medical condition, or references contained in your curriculum vitae, or interview, any screening application form or any other information may render you liable to dismissal

13 STANDARD TERMS AND CONDITIONS

13.1 This contract shall be interpreted and applied in accordance with the laws of the Republic of South Africa and any specific labour legislation in force from time to time.

13.2 This document contains the entire agreement between the parties who each acknowledge that anything that has been said before the signing of the contract that is not incorporated in the contract is of no force and effect.

13.3 All clauses and provisions in this agreement are severable. In the event of any clause or provision being held to be unenforceable, then the remaining provisions shall remain in full force and effect.

13.4 You accept that you are required to be true and faithful to the Employer in all dealings and transactions relating to the business interests of the Employer.

14 DOMICILI NOTICES

- 14.1 Each of the parties chooses *domicilium citandi et executandi* (a place where legal notices can be formally served) for the purposes of the giving of any notice, the service of any process and for any purpose arising from this agreement, at the addresses set out at the front of this document.
- 14.2 It is your responsibility to notify the Employer, in writing, of any change of address, telephone number, name or personal details.

I, the undersigned (being the Employee referred to herein), acknowledge receipt of a copy of this agreement and confirm that I have been made aware of, and fully understand the agreement which has been explained to me. I hold myself legally bound to this agreement and shall observe its provisions.

Signed at..... this day of

Jan van der Merwe
HR Manager
For and on behalf of Company Name

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF EMPLOYMENT AS SET OUT ABOVE.

Signed at..... this day of

Employee
For and on behalf of the Employee