



Legal Sense

Legal Sense (PTY) Ltd. is an Authorised Financial Services Provider
FSP No: 26702

LEGAL PROTECTION FOR YOUR BUSINESS

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FIXED TERM CONTRACT OF EMPLOYMENT

Under written by



RESOLUTION
insurance

FIXED TERM CONTRACT OF EMPLOYMENT

between

("The Company")

and

("The Employee")

1.

1.1 The Company hereby appoints the Employee and the Employee hereby agrees to render his services in the position of _____, a representative of the company.

1.2 Notwithstanding the date of execution hereof, the said appointment shall commence on _____ and shall endure for a continuous period of 3 MONTHS thereafter, automatically terminating on _____. The Employee by his signature hereto acknowledges that at the termination date, he shall have no expectation (legitimate or otherwise) of continued employment with the Company.

2.

2.1 The Employee shall devote the whole of his reasonable time and attention during normal business hours to the business conducted by the Company save that the Employee shall be entitled to absent himself from work on personal matters at such times and for such periods as may be reasonable in the circumstances and shall faithfully and diligently perform such reasonable duties and exercise such powers consistent to the office to which he is appointed, as may from time to time be reasonably assigned to or vested in him.

2.2 The Employee's normal hours of work will be from Monday to Friday _____ to _____. It may be required from time to time by the Employer that you work on Saturdays.

2.3 The Employee shall not, either during or after the termination of the said appointment, divulge or communicate to any person or persons any secrets of the business or any other information which he/she may receive or obtain in relation to the affairs of the business of the Company.

2.4 The Employee shall not, except with the consent in writing of the Company during the currency of this agreement, which consent shall not be unreasonably withheld, be directly or indirectly engaged or concerned or interested in any other business but the holding of shares for investment purposes shall not constitute a breach of this clause. Nothing in this paragraph contained shall restrain or prohibit the Employee from holding or owning fixed or immovable property or of any interest in any company holding or owning fixed or immovable property.

3.

3.1 The Company shall pay to the Employee during the continuance of his fixed term period of employment a monthly remuneration of commission only. The structure of the commission is as follow:

3.2 Commission will be paid by the _____ of every month relating to the sales of the previous month.

4.

4.1 The Employee shall be entitled against the production of vouchers in respect thereof, to reimbursement of such reasonable entertainment expenses as he shall from time to time incur in carrying out the affairs of the business.

4.2 The Company will be entitled to deduct from the amount referred to in paragraph 3.1 above any UIF contributions and any other statutory charges that the Company is obliged to make in terms of the existing Income Tax legislation applying in the Republic of South Africa.

5.

5.1 The Employee will be entitled to 1 (one) day's annual leave for every 17 (seventeen) days worked as well as 1 (one) day sick leave for every 26 (twenty six) days worked.

5.2 The annual leave must be taken prior to the termination date, failing

which the Employee will be paid out in respect of his leave entitlement.

- 5.3 Should the Employee not be able to present him/herself for duty on any day due to illness, then the Employee must communicate the reasons for his/her absence to _____ - before 08h30 on the day of such illness.
- 5.4 The Employee will not be entitled to any remuneration where the Employee has been absent from work for more than 2 (two) consecutive days or on more than 2 (two) occasions during an 8 (eight) week period or on a Friday and/or Monday or on a day prior to or following a public holiday and the Employee on request by the Employer, does not produce a medical certificate duly completed and signed by a medical practitioner or person certified to diagnose and treat patients and who is registered with a professional council, stating that the Employee was unable to work for the duration of his/her absence on account of sickness or injury.
6. This contract shall be construed as one of the utmost good faith between the parties. The Employee shall carry out his duties in a proper, loyal and efficient manner and shall use his best endeavours to properly conduct, improve, extend, develop, promote, protect and preserve the business interests, reputation and goodwill of the business and not do anything which is harmful to them.
7. The Employee shall promptly whenever requested by the Company, and in any event upon the termination of his employment with the Company, deliver to the Company all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by him or have come into his possession in the course of his employment with the business, and the Employee shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.
- 8.
- 8.1 The parties agree that this contract shall automatically terminate on the termination date being _____. Inasmuch as this contract is a contract for a fixed term period and limited duration, it is important that the Employee understand that at the termination of this Agreement he shall have no expectation, legitimate or otherwise, to continue employment or to this contract being extended or renewed, as the case may be.
- 8.2 In appropriate circumstances, the Company may terminate this agreement summarily and prior to the expiry thereof in instances where summary termination of employment are justified or in instances where the Employee has misconducted himself or the Company's operational

requirements determined that such premature termination of this agreement would be necessary. In all of such events, the Employee acknowledges that he shall not be entitled to payment in respect of the expired period of the fixed term agreement.

9. This agreement constitutes the entire agreement concluded between the parties and no variations, alterations, modifications or additions thereto shall be of any force or effect until reduced to writing and signed by both parties or their duly authorised representatives.

THUS DONE AND SIGNED BY THE RESPECTIVE PARTIES AS FOLLOWS:

For: **(INSERT NAME)** (PROPRIETARY) LIMITED
Director, duly authorised

Date:
Place:

For: **(INSERT NAME)**

Date:
Place: