

FIXED-TERM CONTRACT
BETWEEN



Herein referred to as
("The Company")

AND
THE EMPLOYEE

FULL NAMES:	
SURNAME:	
ID NUMBER:	
PHYSICAL ADDRESS:	
EMAIL:	
CONTACT NUMBER:	

Dear _____

The Company has the pleasure in offering you a Fixed Term Contract appointment in the capacity of General worker / Scholar-employee subject to the terms and conditions set out herein. You will be registered as an employee of the company and will be remunerated as set out in section 4.1 of this agreement. This is done in accordance with the Basic Conditions of Employment Act and is subject to the terms and conditions set out herein.

Should you, therefore, accept this offer, **the Company**, in terms of its core and critical skills requirements, requires you to enrol and attend national accredited courses ("**Studies**") at _____ (herein referred to as the "**Institution**").

The Company may also require you to, from time-to-time, make yourself available to **the Company** to gain specific workplace experience and complete compulsory workplace assignments. You are also required to acquaint with your company policies and procedures. Please make sure that all attendance registers signed and tasks assigned to you completed timeously.

1. DURATION OF CONTRACT

Your appointment with the Company will be effective from _____ and shall continue to be in force and effect for **12 (twelve) months**, ending _____, upon which date this agreement and your employment will automatically terminate.

By accepting this appointment, you acknowledge that: -

1.1. The contract period is fixed and may only be varied by the mutual written agreement of both parties which will be signed by both parties;

1.2. **You agree and understand that you will never obtain an expectation for the renewal of this agreement.**

2. PLACE OF STUDY AND / OR WORK

You will be based at the premises of **the Institution** at _____. Due to the nature of this agreement, the Company may require you to relocate to such other premises where your services may be required.

3. UNDERTAKING BY THE EMPLOYEE

By accepting this offer, you undertake to: -

3.1. Commence with the studies at **the Institution** on a full-time basis as from _____

3.2. Complete all semester and/or year modules/subjects, attend all classes and fulfil all academic requirements etc. to successfully complete the Studies which you will be enrolled for, within the Institution's prescribed timeframe;

3.3. Dedicate your efforts towards your full-time studies; and

3.4. Timeously complete compulsory work-based assignments;

3.5. Abide by the reasonable standard policies and procedures of **the Company** and/or **the Institution**;

3.6. Regularly complete attendance registers as required;

3.7. The Company may review and take whichever action it deems necessary which will include but not be limited to the termination of this agreement, without forfeiting any of the Company's rights should: -

3.7.1 You fail to comply with the terms and conditions contained herein;

3.7.2 The Company become aware of unsatisfactory progress or non-attendance of classes; or

3.7.3 The Company becomes convinced that you are unable or incompetent to continue with the Studies and that such incompetence has been aided by your actions and/or negligence.

4. REMUNERATION

- 4.1. The Company will pay, subject to its existing policies, rules, and regulations which shall not be less favourable as stipulated in the Basic Conditions of Employment Act 75 of 1997 (as Amended), the agreed value of remuneration equivalent to study fees and will not exceed R3500 per month. This is also subject to deductions as stipulated by Law. Remuneration will be paid directly into the account of the Institution by means of Electronic Funds Transfer (EFT) by the 20th of each month.
- 4.2. The calculation of prevailing rates will be available for inspection at the College during normal business hours.
- 4.3. You will not be entitled to any Company benefits, such as medical aid, provident fund and group life assurance and you will be responsible for making your own arrangements in this regard.

Statutory Deductions

- 4.4. The Company will make such deductions from your remuneration as is required by legislation, court order or any other law, including unemployment insurance fund (UIF) contributions.
- 4.5. The Company shall not be held liable for any changes to Pay As you Earn (PAYE) or any other charges related to statutory deductions, either positive or negative.

5. LEAVE

5.1. Accumulated Leave

- 5.1.1 The Company will grant you 1 hour's leave for every 17 hours worked.
- 5.1.2 You will be obligated to take leave during the Institution's holidays, and you will therefore not be permitted to take leave other than during the predetermined holidays. No monetary payments will be made in lieu of leave.
- 5.1.3 No monetary payments will be made in lieu of leave.

5.2. Sick Leave

- 5.2.1 During the first six months of this agreement, you will be entitled to one day's paid sick leave for every 26 days worked. Should you become ill or injured, you will be entitled to 1 (one) day's paid sick leave for every 26 (twenty-six) days worked.
- 5.2.2 During the duration of this agreement, your entitlement to sick leave, will be reduced by the number of days' sick leave taken in terms of clause 5.2.1.
- 5.2.3 During absences of more than 2 (two) consecutive days or frequent absence (more than twice in an 8 (eight) week period), including intervening week-ends and holidays, the Company will require a recognised medical certificate before such absence will be treated as paid sick leave.

5.3. Other Leave

- 5.3.1 You shall be entitled to other categories of leave including, but not limited to, family responsibility leave and maternity leave as per the BCEA.

6. TERMINATION OF AGREEMENT

- 6.1. This appointment is for a fixed-term, and as such your employment with the Company will expire automatically at the end of the term stipulated above.
- 6.2. Your employment may be terminated by either the Company or yourself by providing written notice of not less than: -
 - 6.2.1 One week if you have been employed for six months or less;
 - 6.2.2 Two weeks if you have been employed for more than six months but not more than one year; or
 - 6.2.3 Four weeks if you have been employed for one year or more.
- 6.3. The period of notice may be waived or reduced, subject to mutual agreement of both parties. Any amendments must be in writing.

6. TERMINATION OF AGREEMENT CONTINUED

- 6.4. The Company may terminate your services without notice for any cause recognised by law as students or for any serious breach of its disciplinary code or professional standards – inclusive of the disciplinary code of the Institution. It is agreed that should this agreement terminate prior to the end of the Fixed Term appointment terms of the provisions above, then it is agreed that you shall have no claim whatsoever in respect of the remainder of the agreement either in contract or otherwise.

7. ANTI-CORRUPTION AND BRIBERY

- 7.1. You undertake to perform and execute your studies and/or training and/or work in good faith and to act in the interest of the Company at all times. You confirm that during the period of this Agreement you will not, directly or indirectly, conduct yourself, be involved, participate, engage, promote, be implicated, associate and/or encourage any acts or practices in breach of any applicable laws in South Africa pertaining to the prevention of fraud, bribery, corruption, money laundering or terrorism, including but not limited to the Prevention and Combating of Corrupt Activities Act, as amended, and the Prevention of Organised Crime Act, as amended.
- 7.2. Should you believe or suspect and/or become aware that any of the employees in the Company may have acted contrary or in breach of any applicable laws in South Africa set out in clause 7.1, it will be incumbent upon you to immediately notify the Company thereof.
- 7.3. Notwithstanding anything to the contrary contained in this Agreement, you shall be liable for any loss or damage suffered or incurred by the Company, whether discovered by the Company during the course of or after the termination of this Agreement, which is a result of, or in connection with your direct or indirect involvement, participation, promotion, implication, association and/or encouragement of acts or practices in breach of any applicable South African laws for the prevention of fraud, bribery, corruption, money laundering or terrorism.
- 7.4. The Company may also recover any reasonable legal costs incurred by the Company in defending or opposing any legal proceedings related to and/or incidental to the claims of fraud, bribery, corruption, money laundering or terrorism as a result of your direct or indirect involvement during the course of this Agreement.

8. INDEMNITY

- 8.1. The parties hereto shall be solely responsible for and hereby indemnify and hold each other free and harmless from any and all loss, expenses, costs, damages, demands and claims arising out of or in connection with illness, injuries including death, to any and all persons, and/or damage to the property of any or all such persons, in any way sustained or alleged to have been sustained in connection with or by reason of the performance or execution of this Agreement, except where such loss, expenses, costs, damages, demands and claims have arisen due to any party's gross negligence or wilful acts. This indemnity is binding on both the beneficiaries, dependants, and/or legal benefactors of the employee.

9. NON-VARIATION

- 9.1. This agreement shall constitute the entire agreement between the parties who by their signatures hereby acknowledge that no representations have been made or warranties given or conditions or stipulations attached to any of the matters referred to in this agreement, save as set out in this agreement. No variation of this agreement shall be of any force or effect unless recorded in writing and signed by or on behalf of the parties by the representatives, duly authorised thereto.

10. CONFIRMATION

10.1. For the purpose of indicating your acceptance of the terms and conditions of employment, please sign below, initial each page of the attached agreement and return same within 5 (five) days of receipt thereof.

Yours sincerely,

NEGH Representative

Capacity: Director

on behalf of _____

who warrants that he/she is duly appointed and authorised thereto by the Company

I _____ hereby confirm that I understand, accept, and agree to be bound by all the terms and conditions set out herein as well as in any schedule, annexure, policy, procedure and guideline related hereto.

Signed at _____ on the _____ day of _____ 20 _____

Employee signature