



**EMPLOYMENT AGREEMENT**

**(In compliance with Basic Conditions of Employment Act 1997)**

**Between**

**Legal Legends (Pty) Ltd  
Registration Number: 2015/2929292**

**(hereinafter referred to as "the Employer")**

**And**

[Employee Name]

**Commented [LL1]:** Insert the name of the Employee

[Identity Number/Passport Number]

**Commented [LL2]:** Insert the ID number or Passport number of the Employee

**(hereinafter referred to as the "Employee")**

**(collectively referred to as the "Parties")**



### **3 COMMENCEMENT DATE AND PROBATION**

3.1 Subject to clause 3.2 below, the commencement date of employment is as per item 6 of Annexure "A".

3.2 Probation period:

3.2.1 The Employee's appointment is subject to a period of probation, if applicable of 3 (Three) calendar months;

3.2.2 Upon the expiration of the probationary period, the Employee's appointment may be confirmed as a permanent Employee or the probation period may be extended or the services of the Employee may be terminated;

3.2.3 In the event the probation period is extended, the following provisions will apply:

3.2.3.1 The Employer will supply reasons for its decision to extend probation;

3.2.3.2 The Employee will be granted a reasonable opportunity to state his/her case and to submit reasons why the probation period should not be extended; and

3.2.3.3 If, after the Employee has stated his/her case, the Employer nevertheless decides to extend the probation period, it will be extended for a further reasonable period as recorded in writing.



3.4.3 In respect of any deductions from remuneration and the monetary benefits required by law, the Employee agrees that the Employer may make such deductions from the remuneration which may include those set out below and:

3.4.3.1 UIF;

3.4.3.2 WORKMENS COMPENSATION;

3.4.3.3 PAYE;

3.4.3.4 SDL; and

3.4.3.5 OTHER.

#### **4 TERMINATION OF EMPLOYMENT:**

The Employee's services shall continue until terminated by:

4.1 Notice in writing, given by either Party to the other of 1 (One) calendar month.;

4.2 Summary termination by the Employer for any reason justified in law.

#### **5 ANNUAL LEAVE**

5.1 The Employee will be entitled to the following annual leave: 1 (one) day's leave for every 17 (seventeen) days worked.

5.2 Annual leave may not be accumulated beyond clause 20(4) of the BCEA, in that all accumulated annual leave is required to be taken within 6 (six) months of the end of each annual leave cycle, as defined in clause 5.4 below. The Employee is obliged to take annual leave in terms of the BCEA.



SDL as it is obliged to make in terms of the relevant legislations applicable from time to time.

- 7.2 The Employee hereby warrants that the information given to the Employer in respect of the above-mentioned deductions for the applicable legislation insofar as the deductions are concerned is both true and correct.

## **8 DUTIES AND OBLIGATIONS OF THE EMPLOYEE**

- 8.1 The Employee's duties and responsibilities are those as are set out in item 10 of Annexure "A" hereto.

- 8.2 The Employee shall be required:

8.2.1 To perform all such duties and exercise all such powers in relation to the business of the Employer;

8.2.2 To comply with and abide by all the rules, regulations, procedures, customs and practices of the Employer in force at or at the time of employment;

8.2.3 To perform skillfully and diligently all the duties and work reasonably required by the Employer;

8.2.4 To obey and comply with all lawful and reasonable instructions given by the Employer;

- 8.2.5 The Employee shall not:

8.2.5.1 Perform the work whilst under the influence of liquor and/or drugs;

8.2.5.2 Perform the employment functions in a negligent or reckless manner;



- 10.4 The arbitration shall be:
- 10.4.1 held at Gauteng;
  - 10.4.2 conducted in the English language;
  - 10.4.3 held before a single arbitrator;
  - 10.4.4 subject to the provisions of this clause 10, conducted in accordance with the Arbitration Foundation of Southern Africa (AFSA) Rules; and
  - 10.4.5 held as soon as is reasonably practicable in the circumstances and with a view to it being completed within 30 (thirty) business days of the date of the Arbitration Notice.
- 10.5 The arbitrator shall be an attorney or advocate of at least 10 (ten) years standing as such, agreed upon between the Parties, provided that should the Parties fail to agree on an arbitrator within 3 (three) business days of the date of the Arbitration Notice, the arbitrator shall, at the written request of any Party, be appointed by the President for the time being of AFSA or its successor.
- 10.6 The arbitrator shall determine which Party shall pay the costs of and incidental to the arbitration or, if more than 1 (one) Party is to contribute, the ratio of their respective contributions, and the scale on which such costs are to be paid.
- 10.7 Subject to each Party's rights of appeal in accordance with the AFSA Rules, the Parties irrevocably agree that the decision of the arbitrator shall be final and binding on them, shall be carried into effect, and shall be capable of being made an order of any court of competent jurisdiction.



this agreement. All such works shall be deemed to have been written or produced by the Employee while in the course and scope of his/her employment with the Employer.

- 13.2 The Employee hereby agrees to waive any and all moral rights which may be vested in such copyright works.
- 13.3 The Employee also hereby agrees to disclose to the Employer all such copyright works and deliver to the Employer all documents and other materials relating to such works.
- 13.4 By signing this agreement the Employee agrees that the Employee is hereby ceding and assigning to the Employer all patent, design or similar rights including but not limited to any invention, development, process, plan, design, formula, matter or work in respect of which the Employee directly or indirectly make, develop or discover or jointly make, develop or discover while being employed with the Employer (hereinafter referred to as "Matter"). All such Matter shall be deemed to have been made, developed or discovered by the Employee while in the course of and scope of his/her employment with the Employer.
- 13.5 The Employee also hereby agrees to disclose to the Employer all such Matter and deliver to the Employer all documents and other materials relating to such Matter.
- 13.6 At the request and expense of the Employer and as required, the Employee will do all such things and sign all such documents reasonably necessary to confirm or vest in the Employer the rights assigned or otherwise transferred to the Employer under this agreement, if applicable, and to the extent that the Employee fails to do any such thing, then a representative of the Employer is hereby authorised as the Employee's duly appointed attorney to do such things and to sign such documents for the purpose of confirming and vesting the rights referred to in this clause.



term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the Parties.

**17 NO ESTOPPEL**

17.1 No extension of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppel against any Party in respect of its rights under this agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this agreement.

**18 NO IMPLIED TERMS**

18.1 No Party shall be bound by an express or tacit or implied term, representation, warranty, promise or the like not recorded herein.

**19 NO RECTIFICATION**

19.1 The Parties waive and abandon the right to claim rectification of any portion of this agreement, based on any mistake or common mistake or on any other basis.

**20 NO SUSPENSION**

20.1 No suspension or waiver of any right under this agreement shall be binding upon the Parties or be of any force and effect unless reduced to writing and signed by the Parties.

**21 NO INDULGENCES**



1.....

2.....

\_\_\_\_\_  
**EMPLOYEE**

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS  
\_\_\_\_ DAY OF \_\_\_\_\_ 2017.

**WITNESSES:**

1.....

2.....

\_\_\_\_\_  
**EMPLOYER**

*S*





1. Full name of Employee: \_\_\_\_\_
2. Identity number/Passport Number of Employee: \_\_\_\_\_
3. Physical address of Employee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Email address of Employee: \_\_\_\_\_
5. Position of Employee: \_\_\_\_\_
6. Commencement date of employment: \_\_\_\_\_
7. Overtime pay: \_\_\_\_\_
8. Gross monthly salary: \_\_\_\_\_
9. Employee's duties: \_\_\_\_\_

**Commented [LL3]: Guideline in terms of Basic Conditions of Employment Act:**

*10. (1) Subject to this Chapter, an Employer may not require or permit an Employee—  
(a) to work overtime except in accordance with an agreement;  
(b) to work more than—  
(i) three hours' overtime a day; or  
(ii) ten hours' overtime a week.  
(2) An Employer must pay an Employee at least one and one-half times the Employee's wage for overtime worked.  
(3) Despite subsection (2), an agreement may provide for an Employer to—  
(a) pay an Employee not less than the Employee's ordinary wage for overtime worked and grant the Employee at least 30 minutes' time off on full pay for every hour of overtime worked; or  
(b) grant an Employee at least 90 minutes' paid time off for each hour of overtime worked.  
(4) (a) An Employer must grant paid time off in terms of subsection (3) within one month of the Employee becoming entitled to it.  
(b) An agreement in writing may increase the period contemplated by paragraph (a) to 12 months.  
(5) An agreement concluded in terms of subsection (1) with an Employee when the Employee commences employment, or during the first three months of employment, lapses after one year.*

Under section 10(2) of the Basic Conditions of Employment Act (BCEA) it is mandatory to make overtime payment to an employee who earns less than the threshold of R205 433.30 per annum and who works overtime.

An employee earning above the threshold may be excluded from statutory overtime (unless specifically recorded in the employment agreement), but may have a claim for overtime in terms of an employment contract.

**Commented [LL4]: Guidelines:**

Although you as the Employer are entitled to change this as the relationship evolves, list below the general duties that the Employee will be required to attend to on a daily, weekly and/or monthly basis for example.