

strictly private and confidential



LEGAL LEGENDS

[www.legallegends.co.za](http://www.legallegends.co.za)

[info@legallegends.co.za](mailto:info@legallegends.co.za)

## **EMPLOYMENT AGREEMENT**

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

between:

### **THE EMPLOYER**

(as recorded in item 1 of the Table below)

**("the Employer")**

and

### **THE EMPLOYEE**

(as recorded in item 2 of the Table below)

**("the Employee")**

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

<b>1. EMPLOYER:</b>	
Full Name:	
Registration Number / Identity Number:	
Physical address:	
Email address:	
<b>2. EMPLOYEE:</b>	
Full Name:	
Identity Number/Passport Number:	
Physical address:	
Email address:	
<b>3. POSITION OF EMPLOYEE:</b>	
<b>4. COMMENCEMENT DATE:</b>	
<b>5. GROSS MONTHLY SALARY:</b>	
<b>6. OVERTIME PAY:</b>	
<b>7. HOURS OF WORK:</b>	
<b>8. DUTIES &amp; RESPONSIBILITIES:</b>	
<b>9. LOCATION OF ARBITRATION:</b>	

<b>10. TERRITORY APPLICABLE TO RESTRAINT:</b>	
<b>11. DURATION APPLICABLE TO RESTRAINT:</b>	

**1 PREAMBLE:**

1.1 **WHEREAS:** The Employer has decided to offer the Employee a position of employment with the Employer, which offer the Employee has decided to accept.

█ [REDACTED]

**2 PARTIES:**

The following words or concepts shall have the meanings:

2.1 **THE EMPLOYER'S PARTICULARS:**

2.1.1 Full name of Employer: as per item 1 of the Table above;

2.1.2 Registration Number / Identity Number: as per item 1 of the Table above; and

2.1.3 Physical address of Employer: as per item 1 of the Table above.

2.2 **THE EMPLOYEE'S PARTICULARS:**

2.2.1 Full name of Employee: as per item 2 of the Table above;

2.2.2 Identity Number/Passport Number of Employee: as per item 2 of the Table above;

2.2.3 Physical address of Employee: as per item 2 of the Table above;

2.2.4 Email address of Employee: as per item 2 of the Table above;

2.2.5 Position of Employee: as per item 3 of the Table above.

**3 PLACE OF WORK**

█ [REDACTED]  
[REDACTED]  
[REDACTED]

**4 COMMENCEMENT DATE**

4.1 The commencement date of employment is as per item 4 of the Table above.

**5 HOURS AND DAYS OF WORK**

5.1.1 The Employee:

5.1.1.1 shall dedicate the necessary and sufficient time to achieve the objectives of the Employer; and

5.1.1.2 the Employee's hours of work shall be as per item 7 of the Table above.

[REDACTED]  
[REDACTED]

**5.2 REMUNERATION**

5.2.1 The Employee's gross monthly salary shall be as per item 5 of Table above.

█ [REDACTED]  
[REDACTED]

█ [REDACTED]  
[REDACTED]



**7 ANNUAL LEAVE**

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

7.2 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 7.3 below. The Employee is obliged to take annual leave in terms of the BCEA.

7.3 [REDACTED]

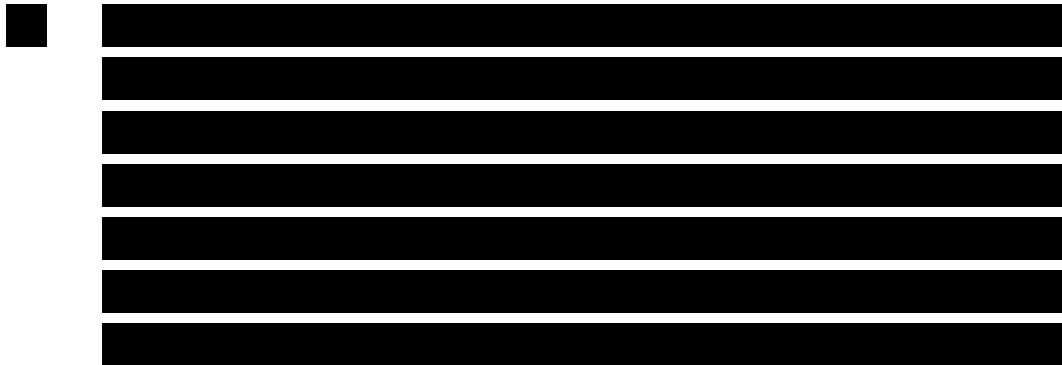
[REDACTED]

7.5 The Employee shall take leave at a time that is convenient to the Employer, and after following the necessary formalities imposed by the Employer in respect of leave.

7.6 It is the practice of the company to close its business for around 2 (two) weeks over Christmas and New Year every year. In the event of the company electing to close during this period, such days will be deducted from the Employee's annual leave entitlement and as such, will constitute forced annual leave to which the Employee hereby consents.

**8 SICK LEAVE**

8.1 The Employee shall be entitled to the number of days' sick leave equal to the number of days the Employee would normally work during a period of 6 (six) weeks.



**9 PAYE, WORKMEN'S COMPENSATION AND UIF DEDUCTIONS**

9.1 The Employer shall make all such compensation deductions in respect of the remuneration and in respect of any other monetary benefits, as is required by law, for *inter alia*, PAYE, Workman's Compensation and UIF, SDL as it is obliged to make in terms of the relevant legislations applicable from time to time.

9.2 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.

**10 DUTIES AND OBLIGATIONS OF THE EMPLOYEE**

10.1 The Employee's duties and responsibilities are those as are set out in item 8 of the Table above.

10.2 The Employee shall be required:



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

[REDACTED]

[REDACTED]

[REDACTED]

10.2.5 The Employee shall not:

10.2.5.1 perform the work whilst under the influence of liquor and/or drugs;

10.2.5.2 perform the employment functions in a negligent or reckless manner; and

10.2.5.3 engage in physical violence or verbal abuse in any manner or form.

10.3 The Employer is entitled to vary the duties of the Employee from time to time.

## **11 INDEBTEDNESS**

11.1 The Employee agrees that in the event of a termination of service, for whatsoever reason, debts owed by the Employee to the Employer may be deducted from any remuneration otherwise due to the Employee. The Employee agrees that any deduction in this regard, or signature hereof, is confirmation of such consent as between the Parties, and in addition,

agrees that same is in accordance with the provisions of Section 34 of the BCEA, a copy of which section is available upon request.

**12 DISPUTE RESOLUTIONS AND DEADLOCK PROCEDURES**

12.1 Save as otherwise contained herein, should any dispute arise between the Parties in connection with this agreement, the senior representative of the Employer, and the Employee himself/herself, shall attempt on the basis of good faith to settle such dispute by way of negotiation.

█ [REDACTED]

█ [REDACTED]

12.4 The arbitration shall be:

12.4.1 held at the location as set out in item 9 of the Table above;

12.4.2 conducted in the English language;

12.4.3 held before a single arbitrator;

12.4.4 subject to the provisions of this clause 12, conducted in accordance with the Arbitration Foundation of Southern Africa (AFSA) Rules; and

12.4.5 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.

12.5 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.

█ [REDACTED]

█ [REDACTED]

12.8 This clause shall be severable from the rest of this agreement and therefore shall remain effective between the Parties after this agreement has terminated.

### **13 CONFIDENTIALITY**

13.1 The Employee shall at all times use his/her best endeavours to keep confidential the contents of the agreement and any confidential information which he/she has acquired or may acquire in relation to the Employer.

13.2 Such confidential information shall include, but shall not be limited to, the Employer's intellectual property, know-how, financial information, names and details of other Parties, clients and agents associated with the Employer, together with like information, services and technical knowledge,

and which is either marked as confidential or which by its nature should reasonably be understood to be confidential.

[REDACTED]

[REDACTED]

**14 NON-DISPARAGEMENT**

14.1 The Employee agrees not to make, write, produce or publish, in any matter or form any statements which are defamatory, untrue, or statements which misrepresent any situation about the Employer, or any associated organization.

**15 INTELLECTUAL PROPERTY**

15.1 By signing this agreement, the Employee agrees that he/she is hereby ceding and assigning to the Employer all copyright in respect of all works of which the Employee will be the author or joint author, and which is directly or indirectly the product of the Employee's services in terms of 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.

[REDACTED]

[REDACTED]

15.4 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.

- 15.5 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.

[REDACTED]

- 15.7 All goodwill arising out of the provision of the services rendered by the Employee shall accrue to the Employer on a month by month basis. No compensation shall be payable by the Employer to the Employee on account of such goodwill or in the event of the termination of this agreement, for whatever reason.

## **16 RESTRAINT OF TRADE**

- 16.1 In this clause, the following words will have the following meanings:

16.1.1 "Business Entity" shall mean any person, business, company, association, corporation, partnership, undertaking, whether incorporated or not; and

16.1.2 "Interest/Interested" shall mean interested or concerned, directly or indirectly, whether as proprietor, partner, shareholder, employee, agent, financier, shareholder or in any other capacity whatsoever, and/or permitting his/her name to be used in connection with or in any manner relating thereto.

█ [REDACTED]

█ [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

16.2.2 the duration stipulated at item 11 of the above Table after the Employee leaves the employ of the Employer or this agreement is otherwise terminated, the Employee will not, either directly or indirectly, solicit the custom of, deal with or in any way transact with, in competition to the Employer, any Business Entity, company, firm, undertaking, association or person which during the period of 2 (two) years preceding the commencement date of this agreement, was a customer of the Employer;

█ [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

16.2.4 the Employee shall not, without the prior written consent of the Employer, during the period of this agreement or for duration stipulated at item 11 of the above Table after the Employee leaves the employ of the Employer or this agreement is otherwise terminated, either directly or indirectly, make any offer of employment, employ or engage any persons whom have been the Employer's agents, suppliers or Employees within a period of 2 (two) years immediately preceding such termination.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**17 RETURN OF BOOKS AND RECORDS**

17.1 All books, papers, records, returns, correspondence, documents, list of customers or their telephone numbers or addresses and all copies thereof or extracts therefrom relating to the business or the premises of the Employer and its clients shall be and remain, the sole property of the Employer, and shall, save as may be required in the interests of the Employer and its customers, always be kept on the premises of the

organization or such other place as the Employer shall direct and shall be delivered to the Employer at any time on request.

[REDACTED]

[REDACTED]

**18 WHOLE AGREEMENT**

18.1 This agreement, including any documents and other agreements signed simultaneous with this agreement and referred to herein and including any annexures thereto, constitutes the whole agreement between the Parties relating to the subject matter hereof.

**19 AMENDMENTS IN WRITING AND SIGNED**

19.1 No amendment, including any alleged amendment to these formality clauses, or consensual cancellation of this agreement or any provision or 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 of 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.

**20 NO ESTOPPEL**

20.1 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.

**21 NO IMPLIED TERMS**

[REDACTED]

**22 NO RECTIFICATION**

22.1 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.

**23 NO SUSPENSION**

23.1 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.

**24 NO INDULGENCES**

24.1 No indulgences which any Party ("the grantor") may grant to any other ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which may arise in the future.

**25 SEVERABLE PROVISIONS**

25.1 Each provision in this agreement is severable from all other provisions, notwithstanding the manner in which they may be linked together, arranged in the context or grouped grammatically, and if in terms of any judgment or order of court any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, that provision, phrase, sentence, paragraph or clause shall be severed from the

other, but the validity of the remaining provisions, phrases, sentences, paragraphs and clauses shall not be effected and shall nevertheless continue to be of full force and effect.

## 26 COUNTERPARTS



## 27 APPLICABLE LAWS

27.1 This agreement shall be construed and interpreted in accordance with the laws of the Republic of South Africa.

THIS DONE AND SIGNED AT \_\_\_\_\_ ON THIS  
\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

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

THIS DONE AND SIGNED AT \_\_\_\_\_ ON THIS  
\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
**EMPLOYER**  
He/She being duly authorised  
Name: \_\_\_\_\_  
Capacity: \_\_\_\_\_