



**Contract between Unique Personnel and the client. TERMS  
OF SERVICE AND GUARANTEE: TEMPORARY STAFFING**

Acceptance of the services of an Unique Personnel Temporary, (hereafter referred to as a Temp), shall be deemed unconditional acceptance of the Terms of Service Agreement of UNIQUE PERSONNEL (UP), as set out hereunder. These terms may only be varied if confirmed in writing by a Director of Unique Personnel (UP).

## **1. OBLIGATIONS OF UNIQUE PERSONNEL**

UP will provide Temporary staff with the skills to complete the duties as ordered by client. These duties are to be performed under client's control and Supervision.

All Temps assigned to clients are employees of UP who, as their employer, administers their annual and sick leave, pays them for public holidays for which they qualify, deducts PAYE and UIF contributions, maintains Compensation Fund contributions and accounts to the appropriate statutory bodies for these deductions.

UP will replace any Temp who in the opinion of client does not meet their requirement. No charge will be levied if client notifies UP within 4 hours of the commencement of the assignment.

UP provides a Grievance and Disciplinary procedure for the Temps.

UP will advise the client, prior to the commencement of the assignment of the hourly rate to be charged to the client for the Temp. Any increase to, or additional statutory benefits or payments which UP is required to pay to or on behalf of Temp will be reflected in an immediate rate adjustment to the client and is payable by the client.

## **2. OBLIGATIONS OF CLIENT**

The client to advise UP precisely of its requirement for the Temp including the nature and hours of the work to be done, and any special qualifications required.

The client to control and supervise the work of the Temp and to immediately notify UP should they be dissatisfied with the work of the Temp in order for a replacement to be immediately assigned.

The client warrants and confirms that its policies, procedures and work practices comply fully with current legislation.

The client agrees to comply with all relevant laws and agreements, which relate to the employment of the UP Temp and will ensure that UP Temps on assignment will enjoy all rights and benefits contemplated under the laws of the Republic of South Africa, including freedom from unfair discrimination.

The client hereby indemnifies UP against any loss incurred by the client as a consequence of any act or omission by the temporary employee assigned by UP to the client.

The client to ensure the accuracy of the completed Time Sheet with regard to hours and days worked, to delete all blank spaces and sign the Time Sheet accordingly. On the basis of this authorisation the Temp will be paid and the client charged at the pre-agreed hourly rate.

The client to advise UP of any special company rules or regulations in writing prior to the Temp commencing work for the client.

The representative of Client who signs the time sheet warrants that he/she is duly authorised so to act, and to bind the client.



The client shall not entrust any Temp with unattended premises or any part thereof, or the handling of money, negotiable instruments confidential information, valuables or other similar property, without the prior specific written agreement of UP.

The client shall not permit a Temp to operate vehicles, equipment or machinery, other than office machinery in the use of which they have been trained, without the prior written agreement of UP.

The client and its employees will participate fully in any procedures required by UP concerning any allegations of misconduct, incapacity and/or operational requirement dismissals or related matters.

### **3. EMPLOYMENT LEGISLATION**

Client and UP acknowledge that they are jointly and severally liable for contravention of relevant minimum standards expressed in Section 198 of the Labour Relations Act 1995.

Client warrants that no collective bargaining agreement, wage determination, bargaining council agreement or other similar minimum standards instrument or law, other than the Basic Conditions of Employment Act applies to the category of Temp to be assigned to client.

Client will not undertake Disciplinary action against a Temp but will immediately inform UP of any situation involving the employee that warrants disciplinary procedure. UP as employer of the Temp will take all necessary steps it deems fit in the event of alleged misconduct by a Temp.

Client will give UP immediate notification if any Temp is not performing to agreed and required performance standards and procedures. Client will allow full and reasonable time for UP to counsel the Temp in order to improve the performance standard as is required under accepted industrial relations practice.

The client indemnifies UP should it prevent or hinder UP from complying with its obligations under the Labour Relations Act or any other applicable labour law legislation.

### **4. INVOICING**

The Client will be invoiced weekly and payment of the invoice becomes due immediately upon presentation. VAT must be added to all charges. Payment shall only be made to UP and not directly to the Temp. Until such time as payment is made, there shall be no discharge of the obligations of the client to UP. UP reserves the right to charge interest at the maximum applicable rate in terms of the National Credit Act on overdue accounts from time to time.

Authorised time worked by the Temp in excess of 9 hours per day from Monday to Friday and any time worked on a Saturday, will be paid by UP and charged to the client at one and one-half times the basic hourly rate. If the Temp is required to work on a Sunday or a Public Holiday, the overtime rate charged will be double the basic hourly rate.

The Client will be invoiced for paid public holidays for which the Temp qualifies. A Temp qualifies for paid public holidays provided he / she works one day before and one day after the public holiday. Public holidays are invoiced at the equivalent of a 8 hour working day unless the Temp regularly works less than 8 hours per day, in which case such hours will be the equivalent.

A minimum charge of four hours per assignment will apply if a Temp is required for less than four hours. A minimum charge of eight hours will be charged to the client for any assignment cancelled with less than four business hours' notice. The Temp will be paid for these hours and client invoiced.



Any Credit passed in respect of the supply of Temporary staff may not be offset against any commission or payment which is due in the event of a conversion or permanent appointment and vice versa.

## 5. GENERAL

UP shall be entitled to replace any Temp assigned to a client with another of similar skills at any time and without prior notice. Client will be advised upon doing so.

UP shall not be liable, under any circumstances, to any person, for any death, injury, loss, theft or damage, arising out of, or caused by, any act or omission of the Temp whether or not such act or omission is negligent, and the client indemnifies UP against all such liability whether direct or consequential. It is expressly agreed and understood between client and UP that only client is in a position to assess and insure against the risk in respect of the period for which any Temp is assigned to the client as the Temp is then under the control and direction of the client.

Neither UP nor anyone acting on their behalf accepts liability for any loss, expense, damage or delay, whether direct or on sequential from their failure to provide a Temporary for the whole or any part of a booking.

Should a Temp assigned by UP to the client be subsequently employed by the client, or by any third party introduced by the client, within two years of the last assignment date, on a Permanent, Temporary, Contract or Casual basis, whether for remuneration or not, then the client shall pay UP a permanent placement fee based on their current scale of charges. This shall be known as a Temp to Perm Fee. No guarantee of suitability or duration of employment shall apply to Temp so employed, unless negotiated and confirmed in writing by a Director of UP prior to commencement of employment with client. In the event that the salary cannot be accurately established, the permanent placement fee will be 270 times the hourly rate at which the Temp was last assigned to client. No credit passed in respect of a Temp to Perm or Permanent placement may be offset against monies due in respect of the assignment of Temporary staff.

Client hereby consents to the jurisdiction of the Magistrate's Court in respect of any disputes arising out of this agreement. In the event of a dispute arising out of this agreement UP shall be entitled to recover costs on the Attorney and Client scale including Tracing Fees should an Attorney be instructed for any reason whatsoever out of this agreement.

Client chooses as their domicilium citandi et executandi the trading address provided to the Consultant.

## AGREEMENT

Entered into between  
**UNIQUE PERSONNEL (PTY) LTD**  
Reg. No. 1999/010711/07

## PREAMBLE

### TEMPORARY APPOINTMENT

THANKING YOU FOR ASSISTING UNIQUE PERSONNEL WITH THIS ASSIGNMENT. YOU ARE TEMPORARILY APPOINTED IN TERMS OF OUR STANDARD CONDITIONS OF EMPLOYMENT WHICH WE STRESS OUTLINES THAT YOU ARE A TEMPORARY INDEPENDENT CONTRACTOR HIRED TO



PERFORM THE JOB FUNCTION OF APPLICABLE THE CONTRACT TERM IS UNFIXED IN THAT THE TERMINATION DATE REMAINS AT THE TIME OF SIGNATURE HEREOF, INDETERMINABLE. IT IS RECORDED AND AGREED BETWEEN THE PARTIES THAT THE ASSIGNMENT COULD BE TERMINATED  
WE REQUIRE THAT YOU SIGN A COPY OF THIS CONTRACT BEFORE ANY PAYMENT IS MADE TO YOU.

WE WISH TO EMPHASIZE THAT THE NATURE OF THIS CONTRACT BETWEEN YOURSELF AND UNIQUE PERSONNEL IS THAT OF AN INDEPENDENT CONTRACTOR AND IT MUST IMPLICITLY UNDERSTOOD THAT AT NO TIME IS PERMANENT EMPLOYMENT OFFERED AND ENVISAGED IN TERMS OF THIS CONTRACT. SHOULD YOUR PERMANENT EMPLOYMENT RESULT FROM THIS CONTRACT IT IS SUBJECT TO A SEPARATE NEGOTIATION AND A CONTRACT TO BE CONCLUDED BETWEEN THE RELEVANT PARTIES.

**WHEREAS:** The Candidate is an independent contractor of the Company and it is agreed as follows: **AND WHEREAS:** The Candidate hereby acknowledges and accepts that as an independent contractor and limited duration Candidate he/she will be employed for specific assignments with a Client of the Company and which will depend on the availability of work and the specific skills of the Candidate. It is emphasized that the employment placement is at the sole discretion of the Client. NOW THEREFORE the Employee and the Employer agree as follows:

#### 1. OFFER:

The Company hereby offers employment to the Candidate as per the terms and conditions set out hereunder and the Candidate hereby accepts the employment and undertakes to perform in terms of this contract.

#### 2. GOOD FAITH:

The parties agree to perform this contract in good faith and will respect each other's mutual freedom of private, social and political life and the freedom to associate and organise. The Candidate undertakes to display a general regard for safety and health of other fellow workers.

#### 3. DURATION:

The contract shall commence on the applicable date and shall continue for a certain period of Days/ weeks / months.

The Candidate has the right to terminate his/her employment with the Company's Client within the first 24 (twenty four) hours after commencement of his/her employment should the job/position not be found suitable.

The employer reserves the right to terminate the employee's services before the expiry date or termination of the contract for any reason based on the employer's/employer's client's operational requirements, or for any misconduct or incapacity on the part of the employee. The employee hereby acknowledges that the employer shall not be liable for any payment to the employee for the remainder of the contract period that may occur after such termination.

It is expressly agreed and the employee acknowledges that this is not a permanent position and he/she does not have any perception or expectation of ongoing or permanent employment.

#### 4. JOB DESCRIPTION

The Candidate is required and undertakes to perform/render the following duties or services as set out below or as per the attached annexure:

It is expressly agreed by the Candidate that should the work set out in the job description be unavailable, he/she will be prepared to perform any other suitable work which falls within his/her vocation abilities. The performance of any other suitable work under these circumstances shall not be seen as a right of the Candidate and the Company reserves the right to terminate the agreement with the Candidate in these circumstances.



The Candidate shall report directly to the Company's executive consultant or persons as its Managing Director may from time to time designate.

#### **5. LOCATION OF WORK:**

The Candidate will be required to perform his or her duties at the location determined by the designated consultant

#### **6. REMUNERATION**

The commencing remuneration offered and accepted shall be as per the attached annexure, payable weekly in arrears. Deductions for PAVE, SITE, UIF and any other amounts authorized by the Candidate and agreed to by the Company may be made. Remuneration will be paid on a Wednesday each week or on any other day as may be determined by the Company.

#### **7. HOURS**

The ordinary hours of work will be set out in the Basic Conditions of Employment Act, Act No. 75 of 1997, (the "Act") However, working hours may be adjusted to suit the requirements of the Company's Client within the limits prescribed in the Act, and will be as per the attached annexure (delete not applicable).

The Candidate shall be entitled to the following breaks during any one day unless agreed otherwise by both parties;

- 1) Tea — 15 minutes between 09h00 and 11h30
- 2) Lunch — 30 minutes between 11h30 and 14h30
- 3) Tea — 15 minutes between 15h30 and 16h00

#### **8. OVERTIME:**

The Candidate hereby agrees to work overtime when requested to do so provided reasonable notice is given.

Overtime will not exceed 3 (three) hours per day or 10 (ten) hours per week. Overtime work will be compensated in terms of The Act".

It is noted that overtime will be pre-approved by the Client and that the Candidate must be authorized to do such work, failing which no remuneration will accrue to the Candidate.

#### **9. TIME SHEETS**

The Company requires that time sheets are submitted online by the Candidate usually at the end of each week of his/her assignment (Friday) and on completion of the assignment.

It is required in the time sheet that the correct dates and/or days of the month, as well as times (hours) be recorded, including the starting time and ending time as well as the lunch hour. No remuneration will accrue to the Candidate for lunch times worked unless such is required by the Client and the remuneration is agreed in advance, (See 7.1)

The Candidate will only be paid for hours worked as stated on the time sheet and approved online by the Client.

It is essential that the completed online time sheets are received by the company no later than 12h00 on Mondays, (day after or in the case of public holidays).

#### **10. DRESS STANDARDS AND CODE OF CONDUCT:**

In order to maintain both a professional and efficient service the Candidate is required to adhere to a code of conduct which requires that the Candidate is punctual at all times and that all personal telephone calls are kept to a minimum, and that the Candidate maintains the confidentiality of the Company as well as the Clients. The dress standard is at all times smart or smart casual.

Private calls are to be limited to a minimum number and duration. Excessive telephone calls will be charged for and the Candidate hereby irrevocably agrees that such calls may be deducted from his/her remuneration.



#### **11. LEAVE:**

The Candidate will be entitled to leave as specified in the Basic Conditions of Employment Act 75/1997.

The Candidate will be paid his/her remuneration as per clause 6 above, for work on a public holiday, provided the Candidate works the day prior to and the day after the said public holiday. The Candidate will only qualify for remuneration at double rates if he or she has completed at least 24 hours of employment at the Company's Client.

#### **12. SICK LEAVE:**

Sick leave will be awarded as per the Basic Conditions of Employment Act 75/1997.

In the event of sick leave a medical certificate must be submitted on return to work in order to qualify for paid sick leave.

It should be recognized that this is not a leave entitlement and employees abusing sick leave will be disciplined in terms of the disciplinary procedure.

The Company reserves its right to investigate to validity of any medical certificate in support of an application for sick leave.

#### **13. MATERNITY LEAVE:**

Maternity leave will be provided in accordance with the conditions as set out in the Basic Conditions of Employment Act 75/1997.

#### **14. LOANS TO THE CANDIDATES:**

Any loans by the Client to the Candidate may be deducted by the Company on behalf of the Client Company from the Candidate's wage/salary provided that the necessary consent is given as per the terms of the Basic Conditions of Employment Act 75/1997.

#### **15. CONFIDENTIALITY:**

The Candidate is required to keep confidential and not to disclose any of the Company's products and services, documentation, Client data systems, marketing techniques, presentation software, Client lists or other financial information to any person other than to persons who are employed or authorized by the Company and who require to know such secret information for the purpose of their employment or association with the Company, both during the continuance of his/her employment hereunder or thereafter.

The Candidate shall at all times render to the Company such information and reports as to the operation and activities of the business which falls within the scope of his/her duties. Without in any way limiting the generality of the first paragraph hereof, secrets and/or Confidential information, shall include (but not be limited to) the following matters of both the Company.

The contractual arrangement between the Company and its principals, agents, Client and connections.

The names of the Company's Clients and Client connection.

Financial arrangements of the Client with its clients and prospective clients.

The names of the Company's prospective Clients and their requirements.

Details of the Company's financial structure or operating results.

Details of the remuneration paid by the company to its various Candidates.

Business connections, methods of operation, tests, programmes and other confidential information pertaining to the business of the Company.

Any other matters which relate to the Company / Client in respect of information which is not readily available in the ordinary course to the competitors of the Company.



## **16. TERMINATION OF EMPLOYMENT**

The parties agree that this being a Limited Duration contract either party may only terminate this contract on grounds recognized by law. The Company does not waive any notice periods in terms of this agreement.

## **17. RESTRAINT**

The Candidate undertakes that for a period of 12 (twelve) months after the date of termination of this agreement for whatever reason and within the radius of 30 kilometres from the city centre of applicable, he/she will not directly or indirectly become engaged in a business similar to the business being conducted by the Company and that he/she will not directly or indirectly.

Contact, solicit or accept any appointment from any Client of the Company existing at the time of termination of the Agreement;

Persuade, induce, encourage or procure any Client of the Company or any other person employed by such to offer employment to the Candidate; and

Conduct any private work for existing Clients of the Company.

The Candidate agrees that the restraint as set out above is fair, reasonable and necessary to protect the goodwill of the Company.

## **18. GUARANTEE BY CANDIDATE:**

Upon termination of the Candidate's employment, for whatever reason, the Candidate shall: Promptly return to the Company's Client all documentation and the like which may have been available to the Candidate or which may have come into his/her possession at any time during his/her employment with the Company's Clients.

Surrender to the Company and its Client all reports, investigations or other information as may be required by the Company's Client in connection therewith.

Continue ad infinitum to observe the obligations of confidentiality imposed on the Candidate under this agreement.

The Candidate confirms that all documentation, information and credentials presented to the Candidate in support of his/her applications for employment are authentic and it is agreed that in the event of any of the above subsequently proved to be false, such will be grounds for summary termination of the Candidate's services.

## **19. GENERAL**

In the event of a breach of any of the terms and conditions contained in this agreement, the Company obtains relief from the court by way of interdict, damages or otherwise, the Candidate shall be obliged and undertakes to pay the costs of such proceedings on the scale of Attorney and own Client.

Any latitude, extension of time or other indulgence which may be granted to the Candidate by the Company or any failure by the Company to enforce any of its rights under this agreement shall not, under the circumstances be deemed to be a waiver of any of the Company's rights thereafter to enforce and compel to strict compliance therewith.

This agreement shall constitute the entire contract between the parties who by their signatures hereby acknowledge that no representation has 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 any signed by or on behalf of the parties or their representatives who are duly authorized thereto.

## **20. GRIEVANCE AND DISCIPLINARY PROCEDURES:**

The parties undertake to abide by the Company's and Client's grievance and disciplinary procedures and it is expressly understood that these form part of this agreement as if incorporated herein.

A copy of the Company's and its client's grievance and disciplinary procedures are available at the Company's office for inspection and perusal.



The Candidate hereby states that he/she has acquainted himself/herself or will acquaint himself/herself with the contents of these documents and that he/she understands the same.

**21. This contract must be read in conjunction with any other contract and will have preference should a dispute arise.**

**22. By clicking "Yes" / logging in you acknowledge that you have read, understood and agree to the terms and conditions of this agreement.**