

LIMITED DURATION CONTRACT OF EMPLOYMENT

Entered into by and between:

- Full Names: _____
- Address: _____
- Contact Details: _____
- ID Number: _____
- Other Contacts: _____

and

(Hereinafter referred to as “the company”)

* The Assignee shall be responsible for notifying the company of changes in the said details as well as any other legislative details (e.g. Tax Details).

1. PREAMBLE

The company has secured a temporary position as set out in this LDC.

The assignee accepts and understands that the company is **not directly in a position to secure permanent employment** and further the assignee understands that **the assignment has arisen purely as a result of the variable and/or temporary** business requirements. There will therefore be **no expectation** on the part of the assignee, unless expressly indicated to the contrary in writing by the company, **of renewal of the assignee and/or indefinite assignment**.

2. APPOINTMENT

The assignee accepts he/she will be appointed, as _____ and shall comply with any position and/or requirements that may be reasonably required from time to time with the Company based at _____ or at such further premises as the Company may require from time to time.

By signing this contract the assignee undertakes to:

- obey and comply with all lawful and reasonable instructions given to him/ her by superiors including duties not specifically mentioned in the most recent job description;
- carry out all such performance areas according to standards as agreed;
- observe and apply the standards set by the company from time to time in the conduct of its business;
- promote the interests of the company and not make any representations or give or allow any express or implied warranty to be given with respect to the work performed for a client, other than such representations or warranties as may be approved in writing by the Company from time to time;
- comply with the company standards, rules, policies, procedures, all health and safety laws and any other applicable legislation regarding employment law.

The assignee shall report to a company representative and/or any of its designated representatives that may be appointed in future.

The assignee's remuneration will be transferred directly into the assignee's bank account as set out here under:

- Gross Weekly Salary : R_____ per week/month

The onus of supplying the company with a timesheet rests solely with the assignee. The assignee further agrees that whilst on a temporary assignment they are paid for productive hours only.

The assignee further realises that this is ONLY a temporary assignment and that this **WILL NOT** lead to any ongoing assignment or permanent position. In light thereof, the assignee agrees that due to the fact that this is a temporary assignment only the Employer, can terminate the contract at any time by providing the necessary notice in line with the provisions of the Basic Conditions of Employment Act.

3. HOURS OF WORK

The assignee agrees to work the shifts as requested by the Company.

Normal working hours are **Monday to Friday** from _____am until _____pm depend on the operational requirement of the company.

The assignee is entitled to a meal interval of **30 minutes each day** dependent on the operational requirements of the business.

The assignee acknowledges and accepts that overtime will have to be worked from time to time based on operational requirements, and that such will be done as per agreement.

Notwithstanding the above, in the event of emergency work arising, it will be compulsory for the assignee to work emergency overtime.

4. DURATION

The assignee realises that the duration of the assignment is dependent on, *inter alia*, the conditions set out in the **Preamble**. The assignment shall, in the above context, continue from 2026 until 202 and end at the earlier of:

- The assignee resigns from this agreement and/or
- If the assignee assignment is terminated for any reason at law (e.g. misconduct, incapacity or operational requirements) and/or;
- Where the assignee becomes of unsound mind and/or;
- Where the operational requirements of the company changes and no longer requires the services of the Assignee.

Hence, the company is not always in a position to predict, with any degree of certainty, the duration and extent of the assignment.

5. TERMS & CONDITIONS OF EMPLOYMENT

UIF as per Legislation will be deducted from the assignee earnings.
COVID will be paid over to the relevant body to cover the assignee.

In addition to the above core terms and conditions, the assignee agrees to comply with all appropriate and reasonable terms and conditions of the company that may not specifically be addressed in this contract, including:

Health & Safety Procedures.

Searching and Security Procedures.

The assignee will have access to full Statutory Benefits as per the provisions of the Basic Conditions of Employment Act. These will include:

One (1) day Annual Leave for every seventeen (17) days worked;

One (1) day Sick Leave for every twenty-six (26) days worked;

One (1) day Family Responsibility Leave for every eighty-eight (88) days worked.

Ten (10) days Paternity Leave which can be claimed as UIF

The company is not responsible for payment of any form of Maternity Benefits; 4 months maternity leave will be granted. Maternity Benefits may be drawn on UIF as per the BCEA.

6. GUARANTEE OF COMPETENCE AND PROGRESS MEETINGS

The assignee guarantees that he/she is not aware of any threat to his/her competence to carry out the services which he/she has undertaken under this contract and that he/she is properly qualified to occupy the post as envisaged herein.

The assignee hereby declares that there is no medical condition, either physical or psychological, of which he/she is aware that would impede his / her performance on the job, or hold an actual or potential risk to the health and safety of the employee himself/herself, a fellow employee or a member of the public.

7. CONFIDENTIALITY

The assignee acknowledges that during the course of the assignment, the assignee will become familiar with the confidential information of the company including commercial and technical secrets and/or other confidential information.

The assignee consequently agrees that during the period of employment and subsequent thereto, the assignee will not disclose to others or make use of directly or indirectly, any confidential information of the company or confidential information of the said parties' clients or of others who have disclosed it under conditions of confidentiality, unless for a purpose authorised by the company. If there is any doubt whether any disclosure or use is for an authorised purpose, the assignee is to obtain a ruling in writing from the company and the Client as the case may be and is to abide by it.

For the purpose of this clause, confidential information will be deemed to extend to all confidential technical and commercial information, including, but not limited to the contents of reports, workshops, programmes, computer programmes, specifications, quotations, formulae, computer records, client lists, cost manuals and price schedules, customer lists, customers and the like and including but not limited to trade secrets, know-how of any other tangible or intangible assets of the company.

The assignee is required to deliver to the company, whenever required to do so, or in any event when leaving the employment of the company, all books of account, records, correspondence, training, development, notes, computer disks, and the like concerning or containing any reference to the business of the company.

8. TERMINATION

As set out in this Agreement in the **Preamble and Duration**, the Limited Duration Contract will expire automatically upon termination / resignation and / or dismissal for Operational Requirements. The company undertakes to provide reasonable notice to the assignee of termination where it is expedient to do so.

Employees will be expected to provide the company with the following notice of termination:

0-6 months = 1 week

Should an employee be paid weekly, an employee will be expected to give one (1) weeks' notice, regardless of the employee's length of employment.

Should the assignee terminate the LDC without tendering the written contractual notice period, the company will deduct an amount equal to the period of notice not given from the final payment to the assignee.

9. SECURITY

The employee expressly agrees to submit his/her person and personal belongings to a search by any person designated by the company.

10. DECLARATION

I understand that I have accepted the above Limited Duration Contract (LDC) and I will not have an expectation of permanent employment or renewal of the LDC.

I, _____, confirm that I have read, understand and accept the contents of this assignment and will abide by the said terms and conditions. Furthermore, I also understand that I shall only be paid for actual hours worked and that a "no-work-no-pay" arrangement will apply if no hours are worked for any reason whatsoever. I further agree that I will not harbour any reasonable expectation of ongoing or permanent employment during the term of this contract.

Signed at _____ on this _____ day of _____.

THE ASSIGNEE

on behalf of

AS WITNESSES:

1. _____

2. _____