

# **To : Mr N Ramble 01 September 2018**

**(Delivery by e-mail)**

Dear Neal,

**RE: LETTER OF APPOINTMENT**

# This letter serves to confirm that you are employed on a permanent basis at Sandawana Spa Body & Skin Clinic in the position of Operations Manager.

# Your terms and conditions of employment are set out here-below.

1. **STARTING DATE:**

The EMPLOYEE’s employment with the EMPLOYER started on 1 Septemmber 2018.

1. **DUTIES:**

The EMPLOYEE shall be expected to satisfactorily carry out all the tasks and duties normally associated with the position. The EMPLOYEE agrees and undertakes to obey all reasonable and lawful orders and instructions, which may be given by any person employed by the EMPLOYER who is in a managerial or supervisory position. The EMPLOYEE confirms that he/she is capable and competent to perform the duties for which he/she has been employed, and that he/she has the necessary skills and knowledge to perform competently and to the satisfaction of the EMPLOYER. It is expressly agreed by the EMPLOYEE that should the work as set out in the job specification, be unavailable he/she will be prepared to perform any other suitable work which falls within her vocational abilities provided that it shall be without loss of remuneration. The performance of any other suitable work under these circumstances will not be seen as a right of the EMPLOYEE and the EMPLOYER reserves the right to retrench the EMPLOYEE in these circumstances.

1. **REMUNERATION:**

The EMPLOYEE’S basic salary shall be R15000.00 per month, and payment shall be made monthly in arrears.

1. **INCREASES**

Increases will be based on the EMPLOYEE’S individual performance as well as on the overall financial performance of the EMPLOYER’S undertaking during the preceding financial year. Such granting of increases (when applicable) will be entirely at the discretion of the EMPLOYER.

The employee agrees that any increases granted in terms of this clause will be set off against any wage increase which may become due and payable according to any wage regulating measure or other agreement if such increase takes effect within 11months of the granting of the aforesaid increase.

1. **HOURS OF WORK:**

The EMPLOYEE’S ordinary hours of work shall be from 8 a.m. to 6 p.m. on Mondays to Fridays.

7. **OVERTIME:**

The EMPLOYEE agrees to work additional hours of overtime whenever required by the EMPLOYER due to operational requirements during the week, over weekends and/or during public holidays at the request of the EMPLOYER, subject to reasonable notice to him/her. It is also agreed that in the event of an emergency it will be compulsory for the EMPLOYEE to work emergency overtime without any notice. Details of remuneration for overtime are contained in wage agreements. This clause will be governed by Section 10 of the Basic Conditions of Employment Act.

8. **TERMINATION** **OF EMPLOYMENT:**

The Employee’s services may be terminated by either the Employee or Employer

giving the following notice periods: -

1. **one week**, if the employee has been employed for **six months or less**,
2. **two weeks**, if the employee has been employed for **more than six months but not more than one year,**
3. **four weeks**, if the employee has been employed for **one year or more**.

This agreement may be terminated by the EMPLOYER without any notice or any payment in lieu of notice in the case of gross misconduct or dishonesty on the part of the EMPLOYEE. The EMPLOYER will in such event follow the procedure laid down in the disciplinary code and procedure.

9. **ANNUAL LEAVE:**

The EMPLOYEE will be entitled to **15** working days (21 consecutive days) of paid vacation leave at the end of each year of employment. Such leave shall be taken in accordance with the prescribed leave rules and regulations and at a time agreed to by the EMPLOYER at his/her discretion.

1. **SICK LEAVE**

The EMPLOYEE will be entitled to **36** working days sick leave during any completed cycle of 36 months.

During the first 12 months, the EMPLOYEE is not entitled to more than **12** working days paid sick leave.

The approval of sick leave will be subject to the prescribed rules and regulations.

The EMPLOYEE will notify the EMPLOYER, as soon as possible but not later that the first day of any illness AND that he/she shall be absent from work due to such illness.

When illness continues for more that 2 consecutive working days, the EMPLOYEE must submit a medical certificate from a registered medical practitioner. Where the EMPLOYEE is absent on a day before or after his/her agreed working week or a public holiday, a medical certificate will be required before payment of any days absent can be made.

The EMPLOYEE gives permission to the EMPLOYER or the EMPLOYER’S registered medical practitioner for the obtaining of any medical reports from her/her doctor(s), hospital/clinics or institutions. This clause will be governed by Section19 of the Basic Conditions of Employment Act.

**OFFENCES:**

The EMPLOYEE undertakes immediately to notify the EMPLOYER in the event of the endorsement of his/her driver’s licence or any criminal offence with regard to dishonesty or violence.

1. **TRANSFER:**

Should the need arise, the EMPLOYER retains the right to transfer the EMPLOYEE to any other business of the EMPLOYER in any position on a temporary or permanent basis, after reasonable notice to the EMPLOYEE. Refusal by the EMPLOYEE of such a transfer, without an acceptable or lawful reason, will amount to breach of contract.

1. **RULES AND REGULATIONS:**

The EMPLOYEE will observe and obey all the rules, regulations and procedures which have been or may be drawn up by the EMPLOYER, or where applicable, the Industrial Council. The EMPLOYER will endeavour to ensure that the EMPLOYEE is made familiar with such rules and regulations and procedures. The EMPLOYER reserves the right to change or add any of such rules, regulations and procedures at any time at his/her discretion, subject to reasonable notice to the EMPLOYEE.

1. **DISCIPLINARY CODE & PROCEDURE:**

The EMPLOYEE confirms that he/she has been advised of the disciplinary code and that it has been explained to her that a copy of such is available with management in both English and Zulu.

1. **INDUSTRIAL ACTION:**

The EMPLOYEE agrees not to take part in or to incite any other person to participate in any illegal industrial action, which may adversely affect any of the EMPLOYER’S operations. Such action may include, but is not limited to strikes, go-slows, work to rule, boycotts, stay-aways or any other similar action which may obstruct, prevent or retard the work of other EMPLOYEES or the EMPLOYER’S operations.

The EMPLOYEE agrees to partake only in legal industrial action, which may have arisen as a result of the statutory dispute settling procedures having been followed. The EMPLOYEE agrees to assist the EMPLOYER in endeavouring to promote, enhance and maintain industrial peace and harmony in the work place.

This agreement will automatically be suspended during a strike.

1. **SAFETY AND SECURITY**

* The EMPLOYEE agrees to observe and obey all the safety and security rules and regulations as prescribed by the EMPLOYER.
* The EMPLOYEE declares that he/she has never been convicted of a Schedule One criminal offence as contained in the Criminal Procedure Act No. 51177, such offences being theft, fraud, assault, rape, arson, etc. the EMPLOYEE agrees that should this statement be proved to be false or should the EMPLOYEE fail to declare a future Schedule One offence, the EMPLOYEE agrees that the EMPLOYER will reserve the right to summarily terminate the EMPLOYEE’S service.
* The EMPLOYEE agrees that the EMPLOYER or persons appointed by him/her may, from time to time, conduct searches of the EMPLOYEE’S person or personal possessions for security or safety reasons. Such searches may include any vehicle of the EMPLOYEE, which may enter the premises of the EMPLOYER.
* The EMPLOYEE shall wear any security identity card which the EMPLOYER may issue, at all times on entering, leaving or being on the premises of the EMPLOYER.

1. **HEALTH**

The EMPLOYEE confirms that he/she is in good physical and mental health and is capable of carrying out all the duties assigned to him/her by the EMPLOYER. Should the EMPLOYEE be found not to be able to perform his/her duties in a competent and proper manner to the satisfaction of the EMPLOYER, due to health reasons, then the EMPLOYER shall reserve the right to terminate the EMPLOYEE’S services.

The EMPLOYER may require the EMPLOYEE to undergo any medical examination at the expense of the EMPLOYER, from time to time in order to ascertain the state of the EMPLOYEE’S health. The EMPLOYEE certifies that he/she has not contracted or does not suffer from any serious contagious disease such as AIDS, hepatitis B, meningitis, leprosy, etc. Should the EMPLOYEE contract any such serious contagious disease, then he/she shall inform the EMPLOYER immediately, who will have the right to decide whether to terminate the EMPLOYEE’S employment. The EMPLOYER is entitled to inform any person whose health could be affected by this situation.

1. **WORK OUTSIDE EMPLOYMENT**:

The EMPLOYEE shall not be entitled to work, outside normal working hours, for any other employer, or conduct his/her own business, unless the nature of his/her involvement has been revealed to the EMPLOYER and the written consent of the EMPLOYER has been obtained. A further condition is that the undertaking of the other EMPLOYER’S business shall not, directly or indirectly, be in competition with the undertaking of the EMPLOYER and the EMPLOYEE’S involvement may not in any way whatsoever detrimentally affect the EMPLOYEE’S work or his/her working relationship with the EMPLOYER.

1. **CONFIDENTIALITY:**

The EMPLOYEE shall not divulge any information to any unauthorised persons or bodies relating to any aspect of his/her work or to any of the operations or processes of the EMPLOYER. Such information shall include methods, processes, computer software, documents, any information on clients including client lists or leads, programs, trade secrets, technical information, chemical formulae, drawings, financial information, or any other information which could be damaging to the EMPLOYER’S operations or which could benefit other parties to the detriment of the EMPLOYER. Such restrictions shall apply during and after the EMPLOYEE’S employment with the EMPLOYER.

1. **PATENTS AND COPYRIGHTS:**
   1. The EMPLOYER shall reserve the right to retain all and/or any rights to any patents or copyright to any intentions, designs, discoveries, improvements as made, discovered or conceived by the EMPLOYEE during his/her employment with the EMPLOYER whether wholly or partly, and whether in connection with or incidental to his/her employment with the EMPLOYER, and which may relate to, or be in connection with, or useful to the business carried out by the employer whether or not during normal working hours and whether or not at the EMPLOYER’S premises. Such patent or copyrights shall not be limited to any particular area or country and the EMPLOYER shall have the right to alter, modify, adapt or change any designs, processes or methods of any such patents or copyrights.
   2. The EMPLOYEE shall not copy, print or publish any of the EMPLOYER’S methods, processes, procedures relating to the business of the EMPLOYER unless permission has been granted by the EMPLOYER to do so.
   3. Should, within one year after termination of his/her employment with the EMPLOYER, the EMPLOYEE either alone or jointly with others originate, invent or design any Industrial Property in relation to any product or process upon which he/she worked or which came to his/her attention during the last 2 years of his/her employment by the EMPLOYER or on which a copyright had been obtained, such Industrial Property or the EMPLOYEE’S interest therein shall automatically vest in the EMPLOYER.
   4. The EMPLOYEE hereby binds him/herself and undertakes that he/she shall: Immediately communicate full details of such Industrial Property to the EMPLOYER and to no other person, without expense to the EMPLOYEE sign all such documents and do all such acts as may be required by the EMPLOYER in order to vest formal title in such Industrial Property in the EMPLOYER and/or to enable the EMPLOYER to apply for local or foreign patents, registered designs or trademarks in respect thereof, in those countries in which a patent or design application may only be filed in the name of the inventor or author, he will at the request of the EMPLOYER, but at the latter’s expense, sign the documents as may be required by the EMPLOYER to enable a patent or design application to be filed therein in respect of such Industrial Property and subsequently to assign the same to the EMPLOYER.
2. **TRAINING:**

The EMPLOYER may require the EMPLOYEE to attend from time to time, training courses or development programmes in order to improve the EMPLOYEE’S skills, knowledge or experience.

1. **DEDUCTIONS:**

The EMPLOYEE authorises the EMPLOYER to deduct from his/her earnings, any monies owed to the EMPLOYER for whatever reason, irrespective whether the EMPLOYEE is in the employ of the EMPLOYER at the time of such deductions. This section will be governed by Section 23 of the Basic Conditions of Employment Act.

1. **CHANGE OF STATUS:**

The EMPLOYEE shall, within a reasonable period, notify the EMPLOYER of any changes in his/her status, such as address, dependants, marital status, telephone number, qualifications or any other relevant changes.

1. **DATE OF RETIREMENT:**

The EMPLOYEE will retire at the age of 55/60/65 or as otherwise agreed in writing.

1. **ADDRESS DOMICILIA**:

Should either party serve any notice on the other, this shall be done in writing, which may be delivered by hand or sent by registered post to the address hereunder and such address will be accepted as the address (domicilium citandi et executandi) for all legal intents and purpose concerning this Contract.

**Employer Address: Suite 2, 6 Inkonka Road, Kloof, KwaZulu-Natal, 3610.**

**Employee Address: 5 Krantzview Close, Kloof, KwaZulu-Natal, 3610**

1. **GENERAL:**

This Contract shall be the entire agreement between the parties and no variation, alteration and/or addition will be of any force or effect unless placed in writing and signed by both parties.

No indulgence, leniency or extension of time which the parties may grant each other, in the event of claims and/or disputes shall in any way whatsoever prejudice either of them from exercising their rights or constitute a waiver or limitation of any of their respective rights.

Both parties acknowledge that by signing this Contract, they have received a copy of this Contract, and they have read and understood the contents thereof. Both parties undertake to hold themselves bound by this Contract and agree to observe the provisions contained therein.

25.1 Guarantee by EMPLOYEE

The EMPLOYEE confirms that all documentation, information and credentials presented to the EMPLOYER in support of his/her application for employment are authentic and it is agreed that in the event of any of the above subsequently proving to be false, this will be grounds for summary termination of the EMPLOYEE’S services.

25.2 Access

The EMPLOYEE agrees that any legal right he/she has to be on the EMPLOYER’S premises is dependent upon the adequate performance of the duties allocated to him/her by the EMPLOYER. It is therefore specifically agreed that should the EMPLOYEE, for whatever reason, decide not to proceed with the performance of his/her allocated duties he/she shall at the request of the EMPLOYER leave the EMPLOYER’S premises in an orderly manner within 20(twenty) minutes after being requested to do so and that refusal or failure to do so will be regarded as breach of contract.

25.3 The parties agree that all the terms and conditions of employment are:

* Specified in this agreement and
* Those conditions of employment not specified in this agreement shall be in terms of the EMPLOYER’S rules, regulations and procedures and
* In the event that this employment Contract, and the EMPLOYER’S rules, regulations and procedures are silent on any specific point, the relevant section(s) of the Employment Standards Act and Labour Relations Act shall apply.

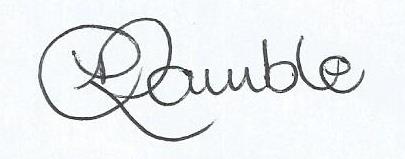
The conditions were explained to and interpreted for the EMPLOYEE and are voluntarily accepted by the EMPLOYEE.

25.4 **CELLPHONE:**

The EMPLOYEE agrees that she will read and adhere to the company cellphone policy.

We wish you a long and happy stay with the Company.

Yours faithfully



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For and on behalf of

**SANDAWANA SPA**