

## EMPLOYMENT CONTRACT

Entered into and between

**VAN STADEN PROPERTIES**

**And**

Date :

Dear

We are pleased to confirm your employment with VAN STADEN PROPERTIES (hereafter referred to as the **Company**) in your capacity as an ATTORNEY EMPLOYEE in accordance with the provisions stated below. Your date of appointment is .

### 1. **INTERPRETATION**

Clause headings in this Agreement are used for ease of reference only and will have no bearing on the interpretation of the terms of this Agreement.

Such headings shall not be deemed to govern, limit, modify or affect the scope, meaning or intent of the provisions of this agreement or any part of it.

In this Agreement, unless a contrary intention clearly appears, words importing any one gender shall include the other gender and the singular shall include the plural and vice versa.

Natural persons include created entities, corporate and non-corporate and vice versa.

### 2. **DEFINITIONS**

The following expressions shall bear the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings:

"**BCEA**" - shall mean the Basic Conditions of Employment Act 75 of 1997 as amended from time to time;

"**Company**" – shall mean the Company/Employer as described above;

"**Employee**" – shall mean the Employee as described above;

"**LRA**" – shall mean the Labour Relations Act, 66 of 1995, as amended from time to time;

**"Management"** – shall mean the Managing Director or the management structure of the Company;

"**Signature date**" – shall mean the date of signature of this Agreement by the last signing of its signatories;

"**Termination date**" – shall mean the date of termination of the Employee's employment with the company for any reason whatsoever irrespective of whether or not such termination is in accordance with the LRA;

"**Workplace**" – shall mean your personal office structure, together with any place nominated by the Company from time to time which shall include any reasonable transfer or secondment if applicable.

### 3. **EMPLOYEE'S DUTIES**

You are employed in the position as Real Estate Intern. As such, you undertake to execute your duties according to the relevant job description and standards contained in company Policies and Procedures. Please note that this job description serves as a guideline and the company reserves the right to adjust it from time to time as the business needs or work circumstances change resulting in a requirement to perform tasks other than those for which you were primarily employed.

You will report to MANIE VAN STADEN.

Your signature to this employment contract guarantees that all the relevant information, skill, experience as well as qualifications submitted by yourself are true and correct.

You further undertake:

To devote all your time and attention during normal business hours, and such additional time and attention as the contingencies of the company's business may reasonably require, to the business and affairs of the company.

To comply with all reasonable instructions given by management from time to time.

Your duties include listing and sales of properties, buyer and seller relations, marketing of relevant properties and complying with the EAAB code of ethics in terms of your dealings with clients.

A monthly general meeting is held and attendance is compulsory for this meeting, these dates will be communicated to you in advance. If you are not able to attend this meeting it is imperative that you notify your direct supervisor by no later than 2 hours before said meeting.

Van Staden Properties has a sole contract with HASSLE FREE BONDS for bond origination services, as such 80% of your bond origination or pre-approvals for any properties sold by yourself, or your assistants are to be submitted to HASSLE FREE BONDS.

### 4. **HOURS OF WORK**

In the execution of your function you might have to perform duties as may be reasonably required from time to time whether this is on a public holiday or not. The company ensures that this will not exceed the limitations laid down in **BCEA**.

### 5. **REMUNERATION**

Your salary will be commission based and the commission split is currently agreed at 70% to yourself, 5% to VAN STADEN PROPERTIES, and 25% to HASSLE FREE CONSULTING (PTY) LTD, but may be adjusted on a situational basis as required according to company rules, where applicable.

### 6. **PROBATION**

During your probationary period your skills and quality of work will be evaluated with the view to assessing the long-term suitability to your position and the company.

This means that you shall only become a permanent employee after you have completed three (3) months satisfactory service from the date specified in 1.20 above. During your probation we shall give you training and guidance to assist you to render a satisfactory service. This period may be extended by a further three (3) months if required.

## **7. LEAVE**

### **7.1 ANNUAL LEAVE**

You are entitled to fifteen *(15) working days (21 consecutive days')* paid leave within every annual leave cycle. The total amount of days leave is granted after one (1) completed years' service. This amounts to one day of annual leave on full remuneration for every 17 days and one hour of annual leave for every 17 hours worked.

You may not accumulate leave beyond each *twelve-month* cycle unless agreed by the Managing Director in writing. *Or specify amount of days that are allowed.*

The **BCEA** stipulates that no leave may be taken by you during any period of notice of termination of employment.

#### **1. SICK LEAVE**

The company adheres to the sick leave entitlement as stipulated in the **BCEA**. During the first six months of employment you are entitled to:

- The sick leave cycle is the period of 36 months' employment immediately following commencement of employment or completion of the previous sick leave cycle.
- One day paid sick leave for every 26 days worked during the first 6 months.
- Thereafter, an amount of paid sick leave equal to the number of days you normally work during a period of six weeks for a sick leave cycle being 36 months with a maximum of 30 days in any 3-year cycle.
- A doctor's certificate must be presented after two consecutive days of sick leave or if you are sick on a Friday/Saturday/Monday or the day before or after a public holiday or prior to proceeding on leave. Should you not produce the sick certificate, it will not be granted and will be taken off your annual leave. Should no leave be available, it will be taken from your annual leave and should there be no annual leave available, it will be treated as unpaid leave.

You must advise your immediate superior should you not be reporting for work on any given day. It is your responsibility to contact your supervisor by 8h00 on the relevant day.

#### **2. FAMILY RESPONSIBILITY LEAVE**

Should you be employed by the company, for a period longer than four months, you become entitled to three (3) days paid family responsibility leave. It is applicable only under the following circumstances:

- when your child is born or ill
- In the event of the death of your spouse or life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild, brother or sister.

The company will require reasonable proof that the event contemplated above has in fact taken place. If such proof is not forthcoming, the leave will be treated as normal leave.

### **3. MATERNITY LEAVE**

*All female employees are entitled to four (4) months unpaid maternity leave. The payment of maternity benefits is determined by the provisions of the Unemployment Insurance Act, 1966 (Act 30 of 1966). Or add whichever existing or preferred practise the firm would like to use.*

The company must be advised in writing at least three (3) months prior to the confinement date as well as an estimate of the date upon which you will be returning to work. According to the **BCEA** a female employee cannot return to work before four (4) weeks after the birth of her child unless a medical practitioner or midwife certifies that she is fit to do so.

### **9. RELOCATION**

If JACO VAN STADEN ATTORNEYS, were to relocate their business to a different premises, you would be informed at least 3 months prior to the relocation, so as to allow you sufficient time to consider the implications of the move for yourself and it is at your discretion whether you continue in your position.

### **10. DEDUCTION FROM REMUNERATION**

Deductions made by an employer are those relevant in terms of the Income Tax Act (P.A.Y.E.) and Unemployment Insurance Fund Act (U.I.F.) where applicable. The **BCEA** prevents an employer from deducting any monies from your salary unless the guidelines in the Act are followed.

*Should you be granted a loan with the company for any reason, an Acknowledgement of Debt must be signed.*

*Depending on the repayment period of the loan and the amount, an existing or new life assurance policy must be ceded to the company to cover the debt in the event of you becoming disabled or dying before the debt has been settled. The specific terms need to be discussed and pre-approved by the MD.*

### **11. CONFIDENTIALITY**

#### **Against disclosure or use of information**

You shall not, either during or after termination of your employment, disclose or divulge to any person or persons any trade secrets or information of a secretive or confidential nature acquired by yourself in the employ of the company. "Confidential information" and "trade secrets" shall be deemed to include, but not be limited to, any matter that relates to the business of the company that is not readily available in the ordinary course of business to a competitor of the company or any person both within and outside of the company.

You shall not directly or indirectly use for your own benefit or the benefit of any other person, trade secrets or confidential information of the company.

#### **In regard to fellow employees**

You shall not, either for your own account or as representative or agent for any third party, persuade, induce, encourage, or procure any employee with this company:

- To become employed directly or indirectly in any manner whatsoever in any business which is in competition with the business carried on by this company.
- To terminate their employment with this company
- To furnish to any unauthorized person, any information or advise acquired by them as a result of their employment at this company

## **12. DEDICATION (EXTERNAL EMPLOYMENT)**

During your employment with the company you agree to devote and dedicate your full energies to the affairs of the business and agree not to engage in any other business either directly or indirectly which may be construed to be in competition with the company's business.

## **13. PERFORMANCE MANAGEMENT**

It is company policy that employees participate in a performance review program for agreement of standards and results to be achieved. Based on the results of the performance review system your employment terms and conditions may be revisited.

## **14. POLICIES AND PROCEDURES**

You shall be obliged to keep yourself informed of the Policies and Procedures, available with the *Financial Director* at the company. They are intended to increase understanding, eliminate the need for subjective decisions and help assure uniformity and consistency throughout the company and regions. Should anything within these policies and procedures not be clear, kindly request your manager to discuss these with you in more detail.

These policies are subject to amendment, withdrawal, suspension and revision from time to time and at the discretion of Senior Management and/or where the Law requires. Should any changes take place, you will be informed and a copy will be made available for reading.

It is recorded that a Disciplinary and Grievance Procedure forms part of the Policies and Procedures that are in place with the company. It is a condition of employment that during working hours, you observe, abide by and adhere to the contents of these procedures always.

The company seek to harmonise the policies and procedures where possible and feasible.

You further agree to the following:

- Not to bind the company to any commitment and/or incur any debt of whatsoever nature for or on behalf of the company, unless the company has given prior written consent to you as employee
- Not to use the company's name as reference or security for any personal loan or financial arrangement, unless specific prior authorisation in writing has been granted to you by the company for such purpose.

## **15. GOOD FAITH**

Due to the implementation of this agreement, you undertake to observe the utmost good faith in your dealings with the company you shall neither do anything nor refrain from doing anything, which might prejudice or detract from the rights, assets or interest of the company.

## **16. TERMINATION OF EMPLOYMENT**

In terms of the **BCEA** notice to terminate this contract by either party should be in writing and the following is applicable:

- One (1) week notice during the first six (6) months of employment, or less.
- Two (2) weeks notice if more than six (6) months, but not more than twelve (12) months service.
- Four (4) weeks notice after the completion of twelve (12) months service.
- The company shall be entitled to summarily terminate your employment if you commit a breach of a material obligation hereof, and the parties hereto agree that each and every obligation in terms of this contract is a material obligation. Notwithstanding the contents of this clause, the company shall be obliged to follow the provisions of **LRA** in terminating your services.
- The company shall furthermore be entitled to terminate your services by following the procedures set out in the Disciplinary and Grievance Procedure, which is specifically incorporated herein and in accordance with the **LRA**.
- On termination of this contract for any reason whatsoever, you shall be obliged to return to the company, company assets in your possession immediately and to repay any loans made by the company to you, which notwithstanding any other agreements entered into between the parties shall become due, owing and payable to the company on the termination date.

## **17. RELAXATION OF TERMS**

No indulgences granted by a party will constitute a waiver of any of that party's rights under this contract. Accordingly, that party will not be precluded, because of having granted such indulgency, from exercising any rights against the other party which may have arisen in the past or may arise in the future.

The remaining condition of employment, not expressly detailed in this letter, shall be the existing policy, rules, regulations and general conditions of employment as applied during the period of your employment, and which policies, rules and regulation may be varied from time to time, without them necessarily being recorded in writing.

Should you have any queries regarding the terms and conditions of employment, please do not hesitate to discuss this with your superior. We trust that your association with the company will be a long and rewarding one.

In closing we wish you a happy and prosperous career with us and hope that you find your time with us rewarding.

Yours faithfully

VAN STADEN PROPERTIES

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*Jaco van Staden*

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*Manie van Staden*

I understand the contents of this letter and agree to be bound by the Terms and Conditions contained herein.

Signed at                      on the              day of

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