



## CONTRACT OF FIXED-TERM EMPLOYMENT

BETWEEN:

NAME OF EMPLOYER: Shop Beat Solutions (Pty) Ltd

ADDRESS: Unit E7  
Centurion Business Park  
Bosmansdam Road  
Milnerton  
Cape Town  
7441

(Hereafter referred to as "THE EMPLOYER")

NAME OF EMPLOYEE: Jennifer Motlhanke

ADDRESS: 163 Joe Marks Boulevard, Cafda Village,  
Cape Town, South Africa

ID NUMBER: 9503050957087

(Hereafter referred to as "THE EMPLOYEE")

The parties hereby agree that the Employee will be employed subject to the following conditions:

**1. COMMENCEMENT & TERMINATION DATES**

This is a Fixed Term employment contract that commences on 30 May 2022 and terminates on 3 June 2022, irrespective of the date of signature by the parties. **There is no undertaking on the employer's part to extend or renew the contract after the termination date.**

**2. JOB DESCRIPTION**

The employee is appointed as **Call Centre Operator** to render services generally associated with this position.

**3. PLACE OF WORK**

The place of work will be at the company's head office and/or at any of the company's client stores where the Company requires the service and skills of the employee.

**4. REMUNERATION**

**4.1.** The employer shall pay the employee R1 800 (One Thousand Eight Hundred Rands only) per week before tax and other statutory deductions. The employee's remuneration will be paid monthly in arrears.

**4.2.** The employee shall not be remunerated for any period of unauthorised absence, including industrial action or during a valid lockout. The principle of no work, no pay shall apply.

**4.3.** The employee hereby authorises the employer to deduct from this salary all statutory deductions. The Employee will not receive additional payment for working hours beyond the Employer's normal core working hours or on a Saturday, Sunday and/or public holiday.

**5. HOURS OF WORK**

**5.1.** The employee will work a minimum of 40 hours per week.

**5.2.** Only days/dates listed under the Public Holidays Act 36 of 1994 shall be deemed public holidays namely: New Years Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day Of Goodwill.

**6. ANNUAL LEAVE**

**6.1.** The Employee shall be entitled to **15 (fifteen)** workdays, or **21 consecutive days**, paid annual leave per **12 (twelve)** months in the service of the Employer.

**6.2.** The leave cycle runs from the date on which an employee enters the service of the employer.

**6.3.** Leave should be taken within a **12 (twelve)** month cycle. Unused leave will be forfeited.

**6.4.** All religious holidays (which are not public holidays) to be taken, will be considered to be paid leave.

**6.5.** Annual leave cannot be granted to run concurrently with a period of notice.

**6.6.** Any request for leave should be submitted at least **5 (five)** days in advance to the employer in writing and must be approved before the leave commences.

**6.7.** No accrued leave shall be paid out in cash (subject to clause 7.10).

**6.8.** Upon termination of employment, the employee will be entitled to be paid out in respect of any accrued leave not yet taken.

## 7. SICK LEAVE

**7.1.** Employees are entitled to sick leave in accordance with the Basic Conditions of the Employment Act.

**7.2.** An employee is entitled to **6 (six)** weeks paid sick leave in a period of **36 (thirty-six)** months. Unused sick leave will be forfeited at the end of each 36-month sick leave cycle.

**7.3.** During the first **6 (six)** months, an employee is entitled to **1 (one)** day's sick leave for every **26 (twenty-six)** days worked.

**7.4.** If the **6 (six)** weeks are exhausted during the 36-months-period :

- Annual leave may be converted to sick leave but with the discretion and approval of Management.
- If annual leave is exhausted, unpaid leave should be taken, if approved by the employer.

**7.5.** The Employee must inform their immediate team leader an hour before work commences to advise of their intended absence on the first day of absence. The Employee must also advise such superior when they intend to resume work. The Employer must also be informed of an address where the employee could be found should he/she wish to visit the employee.

**7.6.** Absence from work through illness must be supported by a valid medical certificate issued by a registered medical practitioner, which is to be handed to the employee's immediate superior on return to work.

**7.7.** Should the Employee be absent from work on account of sickness, illness, indisposition or injury for a period longer than two working days or on any Friday or Monday or any day before or after a Public Holiday, the Employee will, upon his return to work be required to submit a medical certificate, signed by a registered medical practitioner, stating the name, nature and duration of the employee's incapacity, to the employer.

**7.8.** If the immediate superior of the Employee is of the opinion that the Employee is suffering from any debilitating illness or disease of a temporary or permanent nature, he may require the employee to submit to a medical examination by a Medical Practitioner or Specialist of the Company's choice at the Company's cost in order to prove that the employee is medically fit and capable of carrying out his duties, according to the standards required by the Employer.

**7.9.** In the event of the Employee leaving work due to illness, the following deductions shall be made from their sick leave entitlement:

- Leaving work **1 (one)** hour before work commences – a full day's sick leave will be deducted.
- Leaving work after **3 (three)** hours of work commenced – a half day's sick leave will be deducted.

**7.10.** Any absence from work unrelated to a physical condition i.e. illness, will be treated on the principle of "no work, no pay".

## 8. MATERNITY LEAVE

**8.1.** A pregnant Employee is entitled to **4 (four)** consecutive months unpaid maternity leave in accordance with the Maternity Leave provisions of the Basic Conditions of Employment Act of 1997 and that such leave shall commence **4 (four)** weeks before the expected date of birth and work will resume again **3 (three)** months after birth.

**8.2.** During the maternity leave period an employee can claim benefits from the Unemployment Insurance Fund (UIF), if she qualifies.

**8.3.** Should the Employee fall pregnant, she is required to inform the Employer of that fact without delay so that the provisions of Section 26 of the Act can be applied.

**8.4.** The pregnant Employee shall give the Employer at least **3 (three)** months written notice of her intention to take maternity leave as provided for herein, and the intended date of return to work. Her notice/application must be accompanied by her doctor's medical certificate confirming the expected date of birth.

**8.5.** The Employee shall give the Company at least **4 (four)** weeks written notice confirming the date of her intended return to work after her confinement.

**8.6.** Should a fixed-term Employee fall pregnant during the fixed term, the Employer will be entitled to terminate the employee's contract **1 (one)** month prior to the delivery date. The Employer will have no obligation to renew the contract.

## 9. TERMINATION OF CONTRACT

If the employer or the employee intends to terminate this contract, the relevant party shall give the other party notice in writing and the following notice periods will apply:

**9.1.** During the **one month** of employment, not less than **24 hours**.

**9.2.** The period of notice set out above, shall not be applicable:

9.2.1. In the case of summary dismissal.

9.2.2. In the case of desertion.

**9.3.** The employer shall have the right to pay the employee in lieu of notice.

## 10. CONFIDENTIALITY

The employee undertakes not to disclose any confidential information to any third party or entity during the operation of this agreement or after its termination unless the employer specifically agrees in advance in writing.

## 11. CONFLICT OF INTEREST

The employee will refrain from any conflict of interests with the employer and will not engage in any similar business to that of the employer whilst employed by the employer unless the employer consents in writing in advance. All private work needs to be declared to the Directors in writing. Failure to declare private work may result in dismissal.

## 12. SAFETY MEASURES

The employee will strictly adhere to all safety measures announced from time to time by the employer. Non-compliance will be considered to be serious misconduct, and the employer is hereby indemnified by the employee towards any liability resulting from an injury or illness as a result of non-compliance with safety measures.

### 13. GENERAL

- 13.1.** All rules and policies announced from time to time by the employer must be strictly adhered to by the employee.
- 13.2.** The employee must inform the employer in writing of any change of address or other information relevant to the employment relationship. The employer will not be liable for any losses as a result of the employee not informing the employer of changes.
- 13.3.** From time to time the employer may update this contract by means of additional Annexures.
- 13.4.** This contract is also bound by all the relevant Shop Beat Solutions (Pty) LTD HR Policies and Procedures.

SIGNED AT CAPE TOWN ON THIS 27th of May 2022.



EMPLOYER: OLIVER POWER  
for Shop Beat Solutions Pty Ltd

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

\_\_\_\_\_  
EMPLOYEE