



Terms of Employment for an Independent Contractor with Mobitrain (Pty) Ltd

1. THE CONTRACT

- 1.1 These Terms govern the basis on which the Independent Contractor supplies his/her service to the client, and they govern all assignments undertaken by the Independent Contractor. However, no contract shall exist between the client and the Independent Contractor between Assignments.
- 1.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Agent and the Independent Contractor nor between the Independent Contractor and the Client. The Independent Contractor is engaged as a self-employed worker/independent contractor although the Agent may be required to make statutory deductions from his/her remuneration.
- 1.3 No variation or alteration of these Terms shall be valid unless approved by a director of the Agent in Writing.

2. ASSIGNMENTS

- 2.1 The Independent Contractor agrees to provide his/her services to the Client during the Assignment in Accordance with this Agreement.
- 2.2 The Independent Contractor acknowledges that the Assignment has been arranged by the Agent.
- 2.3 The Independent Contractor acknowledges that the nature of temporary work means that there may be Periods when no suitable work is available. The Independent Contractor further agrees that suitability shall be determined solely by the Agent and that the Agent shall incur no liability to the Independent Contractor Should it fails to offer opportunities to work.
- 2.4 The Independent Contractor shall not be obliged to accept any Assignment arranged by the Agent
- 2.5 The Independent Contractor may not under any circumstances introduce any other person to supply Services in place of the Independent Contractor.
- 2.6 If during the course of an Assignment or written certain periods after the end of Assignment or after an introduction where no assignment took place, the Client wishes to employ the Independent Contractor direct (or assist another body to employ the Independent Contractor direct), the Independent Contractor Acknowledges that the Agent will be entitled to charge the Client an introduction fee.
- 2.7 The Independent Contractor shall not be obliged to claim damages or compensation from the Council and are limited to a hiring period of a maximum of 3 months.

3. RENUMERATION AND OBLIGATIONS

- 3.1 The Independent Contractor is to be supervised, directed, and controlled by the Client during the Assignment.
- 3.2 The rate payable to the Independent Contractor by the Client shall be indicated as on the pay rate sheet as in force at the time of the assignment. Although the client shall be responsible for paying the Independent Contractors remuneration and agreed expenses this, and accounting for PAYE, shall be dealt with on behalf of the Client by the Agent. Independent Contractors may not be paid directly by the client.
- 3.3 The Independent Contractor shall during the Assignment:
 - 3.3.1 Use all reasonable skill and care in the provision of his/her services. All payments to be Independent Contractor will be made by the Agent.
 - 3.3.2 Co-operate with the Clients staff and accept the direction, supervision, and instruction of any Person in the Clients organization to whom he is responsible.
 - 3.3.3 Confirm to the Clients rules and regulations and normal hours and standards of work and Practice
 - 3.3.4 Take all reasonable steps to safeguard his/her own safety and the safety of any other person who may be affected by his/her actions
 - 3.3.5 Avoid conduct detrimental to the interest of the Client.
- 3.4 Statutory deductions according to SARS work as follows: Due to the Independent Contractor Locum being employed by more than one agency at any given time, SARS sees the locum as an independent contractor. Independent Contractors are liable for a 25% deduction of PAYE. No UIF is deducted as the UIF monthly amount is capped at R 148.72, and with the Independent Contractor working for multiple agencies, there will be an over deduction of UIF.

4. STATUTORY LEAVE AND ABSENCES

- 4.1 Not applicable as the Independent Contractor is not an employee of the Agency but works for him/herself

5. TIMESHEETS

- 5.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of the week) the Independent Contractor shall deliver to the Agent a time sheet daily completed to indicate the number of hours worked during the preceding week (or such lessor period) and signed by an authorized representative of the Client. Failure to submit a time sheet for hours worked will result in no payment for those hours. Failure to co-operate in the Employment Business timesheet process may constitute a breach of this contract for which damages might be claimed. For the avoidance of doubt the Independent Contractors working time shall only consist of those periods during which he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Clients premises, lunch breaks and other rest breaks shall not count as part of the Independent Contractors working time for these purposes. Should an Independent Contractor not submit the timesheet timeously the agency will not be held liable for late payment.

6. CONDUCT OF ASSIGNMENTS

- 6.1 The Independent Contractor is not obliged to accept any Assignment offered but if he does so, during every Assignment and afterwards where appropriate, he will:
 - 6.1.1 Co-operate with the Client and/or the Clients staff, accept reasonable instructions and accept the direction, supervision, and control of any responsible person at the Clients organization.
 - 6.1.2 Be present at such times as may be stipulated by the Client and unless arrangements have been made to the contrary, to conform the normal hours of work agreed at the premises where the assignment is to be carried out.
 - 6.1.3 Observe any relevant rules and regulations of the Clients establishment (including normal hours to work) to which attention has been drawn or which the Independent Contractor might reasonably be expected to ascertain.
 - 6.1.4 Take all reasonable steps to safeguard his/her own health and safety and that of any other person who may be present or be affected by his/her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client.
 - 6.1.5 Not engage in any conduct detrimental to the interest of the Client.
 - 6.1.6 Not at any time divulge to any person, nor use for his/her own nor any other person's benefit, any confidential information relating to the Clients or Agents employees, business affairs, transactions or finances.
 - 6.1.7 Act in a professional and courteous manner.
 - 6.1.8 Be responsible for the provision of any necessary equipment.
- 6.2 If the Independent Contractor is unable to attend work during the course of the Assignment, he should inform the Client and the Agent as soon as possible and no later than 3 hours before the start of the Assignment.

7. TERMINATION OR COMMENCEMENT

- 7.1 Before commencing any Assignment, the Independent Contractor must provide the Client, via the Agent with confirmation that he has not been convicted of or cautioned in relation to any criminal offence. In the event that the Independent Contractor is charged with or cautioned in relation to any criminal offence he must inform the Agent immediately and provide regular reports about the progress of proceedings.
- 7.2 The Independent Contractor will fully co-operate with the Agent in relation to any criminal record checks which the Client is required to carry out.
- 7.3 Before commencing any Assignment, the Independent Contractor must inform the Client, via the Agent, about any complaint made against him/her that is relevant to their professional competence, standing or conduct. In the event that the Independent Contractor becomes the subject of a complaint he must inform the Client, via the Agent, immediately and provide regular reports about the progress of proceedings.
- 7.4 The Agent will inform the Independent Contractor about any complain made against him that is relevant to his/her/her professional competence or conduct.
- 7.5 Where the Independent Contractor wishes to raise any complaint about any matter, he should do so in accordance with the Agents complaints procedure.

- 7.6 Unless otherwise agreed the Independent Contractor or the Client may, without prior notice or liability, terminate the Assignment at any time.
- 7.7 If the Independent Contractor does not inform the Agent, should they be unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the Independent Contractor.
- 7.8 If the Independent Contractor is absent during the course of an Assignment and the contract has not been otherwise terminated the Client will be entitled to terminate the contract in accordance with clause 8.6 if the work to which the absent worker was assigned is no longer available.
- 7.9 The Independent Contractor understands the nature of temporary work provided by the Agent on behalf of its clients and has read and understood the provisions of Section 186 (b) of the Labor Relations Act, 1998, as amended, and undertakes not to refer an alleged unfair dismissal dispute to any legal forum should his/her Contract for services be terminated for any reason.
- 7.10 This Contract for Services is for temporary work only and there is no guarantee of work. As such, any failure to provide temporary work or any termination of this Contract will not be retrenchment and severance pay will not be applicable under any circumstances.

8. SPECIAL PROVISIONS

- 8.1 The Independent Contractor must provide the Agent with all requested proof of qualifications, references, recent photograph (for identification purposes), access to health records and medical registrations as may be requested in order for the Agent to satisfy itself that the Independent Contractor is fit to be supplied to Clients. The Independent Contractor accepts that the Agent is or may be required to handle/process this (and other personal information as reasonably requested from time to time) and may need to share such information with its associates, agents or third parties as part of performing its duties. The Independent Contractor recognizes such obligations on the Agent and hereby consents to the handling, processing, and divulging of such information as may be necessary for the Agent (or its agents) to perform its duties.
- 8.2 In the situation where the Independent Contractor has professional qualifications and relies thereon for agency work, he must ensure full and current compliance with the appropriate professional requirements.
- 8.3 The Independent Contractor must have **valid professional indemnity insurance cover**.
- 8.4 The Independent Contractor should advise the Agent immediately if offered employment or engagement by the Client or any third party to whom he is introduced by the Client and is also requested to provide details to the Agent of any remuneration offered. The Independent Contractor shall not have dealings with the client without informing the Agent. Should the Independent Contractor fail to do so, the Agent shall recover from the Independent Contractor any commission it would have earned.
- 8.5 The Independent Contractor is required to advise the Client, via the Agent, of any medical condition or any change in state of health that could impact upon the ability to carry out Assignments or his/her eligibility for Assignments.

- 8.6 The Independent Contractor must follow and co-operate fully with the formal induction procedure of the Client and undertake any training specified by the Client.
- 8.7 Throughout each Assignment, the Independent Contractor must comply with the Clients policies and/or procedures.
- 8.8 The Independent Contractor hereby agrees to disclosures of personal information about the Independent Contractor as required in order for the Agent to comply with all prevailing legislation.
- 8.9 Mobitrain provides longer term contract assignments at the best pay rates. We would like to be known as a last-minute agent, so we rely on the performance and commitment of our workers. We would like to be known as a last- minute agent, so we rely on the performance and commitment of our workers.
- 8.10 In order to maximize your opportunities for work assignments- please inform your consultant of your availability and work preference.

CONTRACT OF SERVICE FOR INDEPENDENT CONTRACTOR

This Contract of Services is acknowledged and accepted. I further acknowledge that the Agent provides this contract on behalf of the Client.

SIGNATURE OF INDEPENDENT CONTRACTOR

PRINT NAME

DATE