

CONTRACT OF EMPLOYMENT



entered into between

BEAUTY INTEGRATED

(hereinafter referred to as "*BEAUTY INTEGRATED*")

and

---

(hereinafter referred to as "*the Intern*")

1. APPOINTMENT

1.1. The Employee will be employed at

\_\_\_\_\_ rendering services to BEAUTY INTEGRATED in the capacity as an **Intern**.

1.2. The Employment will take effect on .....20..... and will be of a fixed nature for a period of 6 (six) months, terminating on .....20..... Your employment under this contract will be in conjunction with the Service Seta as well as Beauty Integrated. This contract will be deemed legal and enforced once Service Seta has completed their full quality assurance and given written consent of your approval on the program. Your contract will be reviewed after completion based on performance.

2. PROBATION

2.1. The Employee shall serve BEAUTY INTEGRATED and BEAUTY INTEGRATED shall employ the employee on a permanent basis for 6 months.

2.2. This contract will remain valid for the duration of the contract period between BEAUTY INTEGRATED and the client. This contract can be terminated at any given time by the client with written confirmation of its reasons.

3. REMUNERATION

3.1. The Employee's basic salary shall be R 3000 per month.

3.2. The basic salary shall be payable in arrears to the bank account elected by the Employee on or before the 30<sup>th</sup> day of every month.

3.3. The Employee's salary is a personal matter between BEAUTY INTEGRATED and the Employee and he is required to maintain the highest degree of confidentiality in regard thereto.

3.4. BEAUTY INTEGRATED shall be entitled to deduct from the employees remuneration: -

3.4.1. Any amount that BEAUTY INTEGRATED is legally obliged to deduct, and in this regard it will specifically deduct personal income tax.

3.4.2. Any amount in respect of which the Employee's written authority was given.

3.4.3. Any loan amount advances to the Employee by BEAUTY INTEGRATED the at the equal to 2% higher than the prime lending rate at

which money is lend by BEAUTY INTEGRATED's bankers.

3.5. It is recorded that all remuneration increases is based upon BEAUTY INTEGRATED's assessment of the Employee 's individual work performance and abilities, together with the overall financial position of BEAUTY INTEGRATED as a whole during the preceding financial year and any increases imposed on BEAUTY INTEGRATED by any collective agreement. This contract does not create any expectation of guaranteed remuneration increases, any remuneration increases is, save as set out in collective agreements, solely within the discretion of BEAUTY INTEGRATED.

3.6. Conditions of employment may be revised and possibly amended from time to time to suit prevailing circumstances, and shall not be less beneficial to Employee's that those conditions of employment prescribed by relevant legislation.

4. WORKING HOURS

4.1. The Employee by signing this agreement accedes to work on shifts as determined by the Employee's supervisor and set out on the shift roster but which shifts shall not provide for hours which exceeds those set out in the Basic Conditions of Employment Act, act 75 of 1997 (hereinafter referred to as "the BCEA ") or an applicable collective agreement.

5. SICK LEAVE

5.1. The Employee shall be entitled to 1 (one) day's paid sick leave for every 26 (twenty-six) days worked, during the first 6 (six) months of his employment.

5.2. Subsequent to the first 6 (six) months of employment, the Employee shall be entitled to paid sick leave equal to the number of days the Employee would normally work during a period of 6 (six) weeks, minus the number of days taken in the first 6 (six) months.

5.3. Subsequent to the first 36 (thirty-six) months of service, the Employee shall be entitled during every period of 36 (thirty-six) months of employment to paid sick leave equal to the number of days the Employee would normally work during a period of 6 (six) weeks.

5.4. Sick leave cannot be accumulated.

The Employee shall notify BEAUTY INTEGRATED as soon as possible, but not later than six hours prior to the commencement of his shift on the day of absence.

5.6. The Employee shall provide BEAUTY INTEGRATED with a medical certificate of a registered medical practitioner when her absence from work extends for more than 2 (two) consecutive calendar days or falls on a Monday, Friday or Saturday or on a day prior or after a public holiday or her annual leave.

5.7. The medical certificate shall record that the employee was examined by a medical practitioner, the nature of her illness and the number of days of sick leave required in order for the Employee to recover sufficiently to recommence work.

5.8. This agreement further serves as consent to BEAUTY INTEGRATED, to obtain, peruse or make enquiries into any medical reports, consultation notes or any other documentation, with any of the Employee's medical practitioners, in any way relating to the said medical certificate presented by the Employee to BEAUTY INTEGRATED.

6. FAMILY RESPONSIBILITY LEAVE

6.1. Family responsibility leave will be paid in accordance with the BCEA, i.e.: during the period of 12 (twelve) months of employment, the Employee is entitled to an amount of paid family responsibility leave of 3 (three) days.

6.2. The Employee shall notify BEAUTY INTEGRATED as soon as possible, but not later than six hours prior to the commencement of his shift, if he is absent from work for reasons of family responsibility or any other reason whatsoever.

7. MEDICAL AID, PERSONAL ACCIDENT AND GROUP LIFE COVER

No medical aid fund contribution, personal accident and group life cover are not provided by BEAUTY INTEGRATED and any such cover needs to be arranged by the employee at his own discretion if deemed necessary.

8. OTHER EMPLOYMENT

Unless BEAUTY INTEGRATED's previous consent in writing is obtained the Employee

shall not during the course of his employment engage in or be concerned directly or indirectly with any other business or employment of any kind whatsoever.

9. **OBLIGATIONS**

9.1 The Employee shall for the duration of his employment with BEAUTY INTEGRATED:

9.1.1 Perform such duties as are assigned to them from time to time by BEAUTY INTEGRATED;

9.1.2 Comply with all instructions given to them from time to time by BEAUTY INTEGRATED;

9.1.3 Devote the whole of their time and attention to the performance of their duties in terms of this agreement;

9.1.4 Use their best endeavours to promote and extend the business of BEAUTY INTEGRATED;

9.1.5 Not participate in any unlawful industrial action whatsoever;

9.1.6 Comply with all the provision of relevant Occupational Health and Safety legislation and laws.

9.1.7 Comply with BEAUTY INTEGRATED's policies and procedures as contained in BEAUTY INTEGRATED's human resources manual, which code is herewith incorporated into this agreement.

10. **CONFIDENTIALITY & RESTRAINT**

10.1 The Employee shall neither directly nor indirectly use for his own benefit or for the benefit of any other person, and shall keep confidential and not disclose any trade secrets or confidential information of BEAUTY INTEGRATED or the Client to which he has become privy during the course of his association with BEAUTY INTEGRATED or its Client.

10.2 The Employee shall only divulge such information to those persons connected with BEAUTY INTEGRATED who, in the BEAUTY INTEGRATED's opinion, are required to have that information.

10.3 For the purposes of the above clause, the expression "trade secrets or confidential information of BEAUTY INTEGRATED or its Client" shall include, but shall not be limited to BEAUTY INTEGRATED's technical detail, programme content, technique, know-how, methods of operating, costs, training courses and the names of clients and potential clients of BEAUTY INTEGRATED including, but not limited to that Client's data base or all of the aforementioned in respect of BEAUTY INTEGRATED's Client to which the Employee becomes privy during the period of this agreement (potential clients being persons whom that Client has not yet contacted, but intends contacting for the purposes of doing business).

10.4 The Employee acknowledges that the aforesaid obligation shall remain in force indefinitely and notwithstanding termination of his contract for any reason whatsoever.

You herewith agree that, unless a written agreement is reached between BEAUTY INTEGRATED and the Client, not to be employed directly or indirectly by the Client for a period of six months subsequent to the termination of your service with BEAUTY INTEGRATED.

11. **AGREEMENT IN RESPECT OF CLAIMS**

11.1 No compensation shall be payable by BEAUTY INTEGRATED to the Employee or his dependants in the following circumstances:

11.1.1 If the death of the consultant occurs or any injury is sustained by the Employee in the course and scope of his employment or, if not in the course and scope of his employment or BEAUTY INTEGRATED site or Client site; and

11.1.2 If any compensation is payable in consequence of the said events to the Employee or his dependants from any statutory fund or other source.

12. **TRAINING**

12.1 BEAUTY INTEGRATED may from time to time require the Employee to undergo training in order for the Employee to perform her functions and the Employee herewith agrees to undergo such training.

12.2 BEAUTY INTEGRATED shall bear the cost of the aforesaid training, provided that should the Employee's services with BEAUTY INTEGRATED be terminated for any reason whatsoever, within a period of 2 (two) years as from the date of completion of training, the Employee agrees to the deduction of such costs from his final salary and upon demand repay all outstanding costs to BEAUTY INTEGRATED.

13. **SECURITY**

13.1 The Employee herewith expressly records that he has no criminal record and that should this record be false he accedes to the immediate termination of his employ.

13.2 The Employee consents to BEAUTY INTEGRATED performing criminal records checks on him.

13.3 The Employee agrees to submit his person and belongings to be reached by any person appointed by BEAUTY INTEGRATED.

13.4 The Employee agrees to submit to polygraph, breathalyser and blood testing if and when so required.

14. **MEDICAL FITNESS**

14.1 The Employee declares that there is no medical condition either physical or mental of which he is aware and which might impede the performance of his duties or hold risk or potential risk to fellow employees or third parties.

14.2 The Employee shall where so required by BEAUTY INTEGRATED undergo medical examination.

**TERMINATION OF EMPLOYMENT**

15.1 Either party, subject to clause 2 herein, may terminate this agreement upon in the first month giving one week's written notice to the other party, in the second to the twelve month giving two weeks written notice to the other party and in the second year and further giving four weeks' written notice to the other party.

15.2 This clause however does not in any way prejudice of affect the rights of BEAUTY INTEGRATED to terminate the employment of the Employee on a summary basis without any notice, where such manner of termination is justified by the provisions of the common law, statute and the rules of BEAUTY INTEGRATED applicable from time to time.

**GENERAL**

16.1 This agreement shall constitute the entire contract between the parties who by their signatures hereby acknowledge that no representations have been made or warranties given or conditions or stipulations attached to any of the matters referred to in this agreement, save as set out in this agreement.

16.2 Any latitude, extension of time or other indulgence which may be granted to the Employee by BEAUTY INTEGRATED or any failure by the company to enforce any of its rights under this agreement at any time shall not, under the circumstances, be deemed to be a waiver of any of BEAUTY INTEGRATED's rights thereafter to enforce and compel strict compliance with the terms and conditions of this agreement.

16.3 No variation of this / other agreement shall be of any force or effect unless recorded in writing and signed by or on behalf of the parties by the representatives, duly authorised thereto.

16.4 Should the employee not provide the employer with bank account details , prior his first salary , a cheque will be issued , and the cost thereof will be deducted from his/her salary.

Signed on this \_\_\_\_\_  
20.....

Intern Signature  
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**Beauty Integrated**  
P O Box 11775, Queenswood, 0121  
Email: beauty.integrated@gmail.com  
Fax. (086) 574 2635

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Name of Employee:.....  
Address:.....  
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ID Number:.....