

1. DEFINITIONS

Assignment – means the period during which the Temporary Worker is supplied to render services to the Client;

Client – means the person, firm or corporate body or unincorporated entity requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act of South Africa.

Agent – means Ambition 24 Hours (Pty) Ltd and/or The Nursing Services of South Africa (Pty) Ltd both of Ambition House, 107 Voortrekker Road, Bellville, 7535, RSA;

Temporary Worker – means the Locum, Nurse, Care Giver or other Temporary Worker who agrees to and is provided with a copy of this Contract for Services. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1 These terms govern the basis on which the Temporary Worker supplies his services to the Client and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Client, Agent and the Temporary Worker between Assignments.

2.2 For the avoidance of doubt, these terms should not give rise to a contract of employment between the Agent and the Temporary Worker nor between the Temporary Worker and the Client. The Temporary Worker is engaged on short term Assignments on behalf of the Client. The Agent will during these periods of engagement deal with the payroll of the Temporary Worker including statutory deductions from his remuneration in accordance with clause 4.2. There is no obligation on the part of the Temporary Worker to accept any Assignment offered by the Agent nor any obligation on the part of the Agent to offer the Temporary Worker any Assignments.

2.3 No variation or alteration of these terms shall be valid unless approved by a director of the Agent in writing.

3. ASSIGNMENTS

3.1 The Temporary Worker agrees to provide his services to the Client during the Assignment in accordance with this Contract for Services.

3.2 The Temporary Worker acknowledges that the Assignment has been arranged by the Agent.

3.3 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods where no suitable work is available. The Temporary Worker further agrees that suitability shall be determined solely by the Agent and the Agent shall incur no liability to the Temporary Worker should it fail to offer Assignment opportunities

3.4 The Temporary Worker may not under any circumstances introduce any other person to substitute services in the place of the Temporary Worker.

3.5 f during the course of an Assignment or within certain periods after the end of an Assignment or after an introduction where no Assignment took place the Client wishes to employ the Temporary Worker directly (or assist another body to employ the Temporary Worker directly), the Temporary Worker acknowledges that the Agent will be entitled to charge the Client an introduction fee.

4. REMUNERATION AND OBLIGATIONS

4.1 The Temporary Worker whilst on Assignment is under the direct control and supervision of the Client.

4.2 The Agents rate cards in force at any time act as a guide to pay rates. These rates cards are available at all times on our websites www.a24group.com or from our offices upon request. On occasion, Clients may negotiate different payment structures which will mean variances in pay rates to Temporary Workers. The actual rate payable to the Temporary Worker (which shall be inclusive of annual leave as per 5.1 in this contract) shall be notified to the Temporary Worker prior to the start of the Assignment. The Temporary Worker will be paid an hourly rate of pay for all hours worked (and confirmed in accordance with Clause 6 by the Client as worked) less breaks. In the case of provision of care or nursing services to patients within their own homes a fixed weekly pay amount will generally apply which will include board and lodging and will be calculated using a fixed weekly pay of not less than R600 per week.

4.3 The Agent will pay all Temporary Workers weekly by direct payment to a nominated bank account, pre-paid cash card or other acceptable payment mechanisms.

4.4 Payslips are available for collection from the offices of the Agent every Friday. By arrangement, payslips can be faxed or emailed to the Temporary Worker at no additional cost to the Temporary Worker. If a Temporary Worker requires a payslip to be posted to them a R12.50 admin charge will apply.

4.5 Timesheets can be downloaded directly from the Agent's websites or they can be posted to the Temporary Worker or would be made available via our online interface StaffShift.

4.6 Although the Client shall be responsible for paying the Temporary Workers remuneration and agreed expenses (if any), such payments and accounting for PAYE etc shall be dealt with on behalf of the Client by the Agent. Temporary Workers may not be paid directly by the Client.

5. STATUTORY LEAVE AND ABSENCES

5.1 The Agent holds a determination in terms of Section 50 (8)(c) of the BCEA whereby Sections 20 (11) and 22 (1) & (2) of the Act are excluded, resulting in the Temporary Worker being paid an all-inclusive rate such that annual leave pay is incorporated in the hourly/weekly pay rates. All Temporary Workers have the right to choose whether to remain on this all-inclusive remuneration package or restructure conditions to fall outside the determination. Any request by the Temporary Worker for a variance from this must be made in writing to the Payroll Manager at the Agent's address. On receipt of such a request or in any other situation wherein annual leave pay is not included in actual payments to the Temporary Worker then the pay rate shall be adjusted downwards accordingly and clauses 5.2 to 5.4 below shall apply.

5.2 For the purposes of calculating entitlement for paid annual leave pursuant to the Basic Conditions of Employment Act the Temporary Worker is entitled to one hour of annual leave on full remuneration for every seventeen hours which the Temporary Worker has worked.

5.3 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year and is calculated at the standard day rate. The Temporary Worker will only be entitled to payment of leave pay when the leave pay has been accrued.

5.4 In the course of any Assignment during the first leave year, the Temporary Worker is entitled to request leave at the rate of one-twelfth of his total holiday entitlement in each month of his leave year. The Agent requires the Temporary Worker to notify the Agent in writing giving 4 weeks notice of intention to take leave, this can be emailed, faxed or posted to the payroll department at the address above. All entitlement to leave must be taken within six months of the end of the leave year and unused leave may not be carried forward.

5.5 The temporary worker shall not be obliged to accept any Assignment, whether on a weekday or public holiday, offered by the agent. All shifts worked on Public Holidays will be remunerated at double time

5.6 Temporary Workers agree that they do not have a regular pattern of work by virtue of that they can elect when they want to work and when they don't without penalty. Therefore the Temporary Worker agrees that they are not contracted to work specific days that they would ordinarily have to work.

5.7 In the event of any incapacity, proof of incapacity will be required at all times. Without this proof, no payments will be made.

5.8 None of the provisions of this clause regarding statutory entitlement to paid leave shall affect the Temporary Workers status as a self-employed worker.

6. TIMESHEETS

6.1 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 a week) the Temporary Worker shall deliver to the Agent a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorized representative of the Client. Failure to

submit a timesheet for hours worked will result in no payment for those hours. Failure to co-operate in the Agents timesheet process may constitute a breach of this contract for which damages may be claimed.

- 6.2 For the avoidance of doubt, the Temporary Workers 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 Temporary Workers working time for these purposes.
- 6.3 Breaks are not eligible for payment.

7. CONDUCT OF ASSIGNMENTS

- 7.1 The Temporary Worker is not obliged to accept any Assignment offered but if he does so then during every Assignment and afterwards where appropriate, he will:
- 7.1.1 co-operate with the Client and/or the Client's staff, accept reasonable instructions and accept the direction, supervision and control of any responsible person at the Client's organization;
- 7.1.2 be present at such times as may be stipulated by the Client and unless arrangements have been made to the contrary, to conform to the normal hours of work/shift pattern agreed at the premises where the Assignment is carried out;
- 7.1.3 observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
- 7.1.4 take all reasonable steps to safeguard his own health and safety and that of any other person who may be present or affected by his actions on the Assignment and comply with the Health & Safety policies and procedures of the Client;
- 7.1.5 not engage in any conduct detrimental to the interests of the Client;
- 7.1.6 not at any time divulge to any person, nor use for his own or other persons benefit, any confidential information relating to the Clients or the Agents employees, business affairs, transactions or finances;
- 7.1.7 act in a professional and courteous manner;
- 7.1.8 wear a uniform and badge as required;
- 7.1.9 be responsible for the provision of any necessary equipment;
- 7.2 If the Temporary Worker is unable to attend work during the course of an 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. The Agent is available 24 hours a day, 7 days a week.

8. TERMINATION OR COMMENCEMENT

- 8.1 Before commencing any Assignment the Temporary Worker must provide the Client, via the Agent, with confirmation that he has the relevant professional qualifications as required by their professional body.
- 8.2 The Temporary Worker will fully co-operate with the Agent in relation to any criminal record and/or credit checks which the Client may be required to carry out.
- 8.3 Before commencing any Assignment the Temporary Worker must inform the Client, via the Agent, about any complaint made against him that is relevant to their professional competence, standing or conduct. In the event that the Temporary Worker becomes the subject of a complaint, he must inform the Client, via the Agent, immediately and provide regular reports about the progress of proceedings.
- 8.4 The Agent will inform the Temporary Worker about any complaint made against him that is relevant to his professional conduct or competence.
- 8.5 Where the Temporary Worker wishes to raise a complaint or grievance about any matter he should do so in accordance with the Agents complaints procedure.
- 8.6 Unless otherwise agreed the Temporary Worker or the Client may, without prior notice or liability, terminate the Assignment at any time.
- 8.7 If the Temporary Worker does not inform the Agent should they be unable to attend the Clients premises during the course of an Assignment this will be treated as termination of the Assignment by the Temporary Worker.
- 8.8 If the Temporary Worker 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 Temporary Worker was assigned is no longer available.

9. SPECIAL PROVISIONS

- 9.1 The Temporary Worker must provide the Agent with all requested proof of qualifications, references, recent photographs, access of health information and medical registrations as may be requested in order for the Agent to satisfy itself that the Temporary Worker is fit to be supplied to Clients. The Temporary Worker 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 this information with its associates, agents or third parties as part of performing its duties.
- 9.2 In the situation where the Temporary Worker has professional qualifications and relies therein for agency work, he must ensure full and current compliance with the appropriate professional requirements.
- 9.3 The Temporary Worker must have valid professional indemnity insurance cover if he is professionally qualified.
- 9.4 The Temporary Worker should advise the Agent immediately if offered any 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 of the Agent of any remuneration offered. The Temporary Worker shall not have any dealings with the Client without informing the Agent. Should the Temporary Worker fail to do so, the Agent shall recover from the Temporary Worker any commission it would have earned.
- 9.5 The Temporary Worker is required to advise the Client via the Agent of any medical condition or any change in state of health that could impact the ability to carry out Assignments or his eligibility for Assignments.
- 9.6 The Temporary Worker must follow and co-operate fully with the formal induction process of the Client and undertake any training specified by the Client.
- 9.7 Throughout each Assignment, the Temporary Worker must comply with the Client's policies and/or procedures.
- 9.8 The Temporary Worker hereby agrees to disclosures of personal information about the Temporary Worker as required in order for the Agent to comply with all prevailing legislation.
- 9.9 Each of the Agents in clause 1 are associated companies but operate independently from each other. This means that they can provide two types of Assignment opportunities. Ambition 24hours provides very much last minute Assignments at higher hourly rates of pay, The Nursing Services of South Africa provides longer-term contract Assignments at lower hourly pay rates. The consultants will inform you of your rate of pay at the point of booking.
- 9.10 In order to maximize your opportunities for work Assignments, your details will be made available to both Agents.

10. LAW

- 10.1 These terms are governed by the law of the Republic of South Africa and are subject to the exclusive jurisdiction of the courts of the Republic of South Africa. This contract of services is acknowledged and accepted. I further acknowledge that the Agent provides this Contract on behalf of the client.

WHAT IS ESIGNING?

The term "eSigning" (also referred to as eSign and eSignature) describes the online ability to electronically "sign" documents in lieu of a traditional "wet" or ink signature on physical documents.

Agency worker

Reviewed date