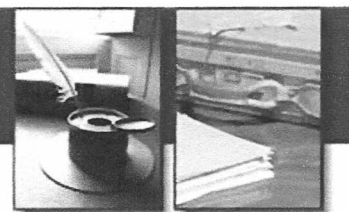




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Fixed-Term Employments Contract



The **fixed-term employments contract** clearly states that this is not a permanent contract of employment. Although an **independent contractor** may be employed for a fixed-term, he / she is not seen as an employee of the company, but as a "business" with whom a specific Independent Contractor Agreement must be entered into.

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You can use the *fixed-term employments contract* for:

- * **a specific project** - e.g. launching a new product
- * **a seasonal job** - e.g. swimming coach
- * **a stand-in employee** for another on sabbatical or maternity leave

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Note: If an independent contractor were to work on your premises, utilizing your equipment and resources and working under your control and directives, his / her status may change to an **employee**, for whom you can then use this fixed-term employments contract.



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Should you need an employee on a more casual basis e.g. just a couple of days per week, completing the [Free Temporary Employment Agreement](#) will be more suitable.

Labor Law varies in different states and countries and as such you must ensure that none of the conditions stipulated in this contract contravene any labor laws in your area.

If the nature of your business is such that an [invention](#) or discovery may come about in the course of this fixed-term employments, you can add **inventions** and **copyright** clauses. Refer to the [Free Employee Contract](#) for more information and simply add those clauses to this fixed-term employments contract.

Whatever the employment status, you may need an [Employee Warning Letter](#) to record an offence or lack of performance.

For a detailed look at the employment process - job description, screening, the interview etc. - please refer to our [Employment](#) main page.

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Fixed-Term Employments Contract

THE PARTIES TO THIS AGREEMENT ARE:

(hereinafter referred to as "the Company")

AND

Employee's Personal Details:

(The employee shall be responsible for advising the Company of any changes to his / her personal details as initially detailed hereunder)

First Name(s):

Surname:

Identity / Social Security or Other (Specify) number:

Physical Address:

Postal Address:

4.1. The Fixed-term Employee shall be obliged to work such lawful hours as required by the Company up to _____ hours per week from Monday to Sunday and as per the contractual agreement, included overtime work remunerated at the agreed contractual rate.

4.2. Notwithstanding the above, in the event of emergency work arising it will be compulsory for the Fixed-term Employee to work emergency overtime.

5. REMUNERATION:

5.1. You will be remunerated at the rate of _____

as agreed at the time of your interview, for the hours worked as indicated in 4 above.

6. WITHHOLDING OF SERVICES:

It is the Company's policy that should the Fixed-term Employee withhold his / her services for whatever reason, a principle of "no work, no pay" shall apply.

7. DEDUCTIONS:

The Company shall be entitled to deduct, from the Fixed-term Employee's remuneration:

7.1. any amount that the Company is legally obliged to deduct, e.g. income tax, unemployment insurance, etc;

7.2. any amount in respect of which the Fixed-term Employee's written authority has been given.

7.3. any amount for loss or damage to the Company that the Fixed-term Employee has caused.

8. MEDICAL SUITABILITY AND TESTING:

8.1. The Fixed-term Employee hereby declares that there is no medical condition, either physical or psychological, of which he / she is aware that would impede his / her performance on the job, or hold an actual potential risk to the health and safety of the Fixed-term Employee himself, herself, a fellow employee or a member of the public.

8.2. The Company may, at its discretion, require the Fixed-term Employee to undergo medical examinations from time to time should this appear necessary or justified.

8.3. The Fixed-term Employee expressly agrees to submit himself / herself to alcohol and drugs tests at the Company's discretion.

9. CONFIDENTIALITY:

9.1. The Fixed-term Employee acknowledges that during the course of employment with the Company, the Fixed-term Employee will become familiar with its confidential information including commercial and technical

secrets and / or the confidential information of clients of the Company.

9.2. The Fixed-term Employee consequently agrees that during the period of employment and subsequent thereto, the Fixed-term Employee will not disclose to others or make use of directly or indirectly, any confidential information of the Company or confidential information of a client of the Company or of others who have disclosed it to the Company under conditions of confidentiality, unless for a purpose authorized by the Company. If there is any doubt about whether any disclosure or use is for an authorized purpose, the Fixed-term Employee is to obtain a ruling in writing from the Company and is to abide by it.

9.3. The Fixed-term Employee shall take reasonable security precautions to keep confidential all information deemed confidential and shall not make unauthorized copies. He / she further undertakes to notify the Company immediately upon discovery of any unauthorized use or disclosure of confidential material and shall assist the Company in regaining of such material.

9.4. For the purpose of this clause, confidential information will be deemed to extend to all confidential technical and commercial information, including, but not limited to the contents of reports, specifications, quotations, formulae, computer records, client lists, price schedules, customer lists, customers and the like.

9.5. The Fixed-term Employee is required to deliver to the Company whenever required to do so, or in any event when leaving the employment of the Company, all books of account, records, correspondence, notes, computer disks, and the like concerning or containing any reference to the business of the Company or the Company's clients.

10. SURRENDER OF DOCUMENTS:

Any documents or records or creations but not limited to written instructions, drawings, photographs, computer programs, notes or memoranda relating to the business of the Company, which are made by the Fixed-term Employee or which come into the Fixed-term Employee's possession while he / she is employed by the Company, shall be deemed the property of the Company and shall be surrendered to the Company on demand and, in any event, on the date of termination of the Fixed-term Employee's employment with the Company, the Fixed-term Employee will not retain any copies thereof or any extracts therefrom.

11. INDUCTION, RULES, REGULATIONS AND PROCEDURES:

11.1. Upon engagement the Fixed-term Employee may be required to participate in an induction program.

11.2. It is a duty of the Fixed-Term Employee to read and understand the Company's Policies and Procedures, as well as the Grievance and Disciplinary Codes and Processes. A copy of this will be made available to the Fixed-term Employee.

11.3 Compliance with such procedures is a term and condition of employment with the Company.

12. SECURITY:

12.1. The Fixed-term Employee expressly agrees to submit his / her person and personal belongings to a search by any person designated by the Company, whenever the Company deems it necessary.

12.2. In addition, the Fixed-term Employee expressly agrees to be subject to surveillance and polygraph examinations whenever the Company deems it necessary.

12.3. The Fixed-term Employee will be under a Company obligation to report to the Company any dishonest or fraudulent acts witnessed by himself / herself in the course of his / her duties for the Company.

13. NOTICE OF TERMINATION:

13.1. This fixed-term employments contract will terminate as per 1 above. NO notice period is necessary. However, should the Fixed-term Employee be in breach of the following stipulations, this contract may terminate immediately:

13.1.1. Failure to comply with the disciplinary rules and regulations or policies and procedures of the Company as amended from time to time;

13.1.2. Failure to sign any reasonable restraint that the Company feels necessary.

13.2. The Company will be entitled to terminate the employment of the Fixed-term Employee other than the termination referred to in paragraph 12.1. above on, but not limited to, the following conditions:

13.2.1. in terms of the disciplinary code;

13.2.2. for justifiable and / or persistent breach of employment duties due to incapacity or poor performance;

13.2.3. abscondment;

13.2.4. is convicted of any criminal offence;

13.2.5. fails to disclose relevant material information pertinent to the job requirements, or does so incorrectly, intentionally, vaguely or falsely in regulation to his / her employment application;

13.2.6. guilty of any other conduct which will justify dismissal at common law.

14. GENERAL:

14.1. This fixed-term employments agreement and any exhibit attached constitute the sole and entire agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged express provision not contained herein.

14.2. No party may rely on any representation, which allegedly induced that party to enter into this agreement, unless the representation is recorded therein.

14.3. No agreement varying, adding to, deleting from or canceling this

agreement and no waiver of any right under this agreement shall be effective unless it is:

14.3.1. In writing;

14.3.2. Agreed to by both parties;

14.3.3. Signed by both parties.

14.4. No relaxation by a party of any of its rights in terms of this agreement at any time shall prejudice or be a waiver of its rights (unless it is a written waiver) and it shall be entitled to exercise its rights hereafter as if such relaxation had not taken place.

14.5. No party may cede any of its rights or delegate or assign any of its obligations in terms of this agreement without the prior written consent of the other parties.

14.6. Unless inconsistent with the context, words signifying any one gender shall include the others, words signifying the singular shall include the plural and vice versa and words signifying natural persons shall include artificial persons and vice versa.

By signing below, the Fixed-term Employee certifies under the penalty of perjury that the name and address given is the Fixed-term Employee's legal name, address and identification number.

Signed at _____ on this _____ day of _____ 20____

SIGNATURE _____ (for and on behalf of the Company)

Employer's Full Names: _____

WITNESS 1: _____

WITNESS 2: _____

SIGNATURE _____ (Fixed-term Employee)

Fixed-term Employee's Legal Name: _____

WITNESS 1: _____

WITNESS 2: _____

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(hereinafter referred to as "the Fixed-term Employee")

1. COMMENCEMENT AND POSITION:

You are employed as a

THIS CONTRACT WILL COMMENCE ON

AND EXPIRES ON THE

It is expressly understood and accepted that this is a contract for a FIXED TERM. Upon expiry of the contract, it is understood that the relationship between the parties has ended, with NO NOTICE period required. Should the parties wish to continue with the relationship, NEW negotiations must be entered into and this will be stipulated in a new agreement. It is further understood that this fixed-term employments contract is implemented for the sole reason of the nature of the position described herein.

2. PLACE OF WORK:

3. FIXED-TERM EMPLOYEE'S DUTIES:

THE FIXED-TERM EMPLOYEE UNDERTAKES:

- 3.1. to obey and comply with all lawful and reasonable instructions given to him / her by superiors including duties not specifically mentioned but which may be reasonably incidental thereto;
- 3.2. to devote all of his / her time, attention, knowledge and skill exclusively to the business and interests of the Company;
- 3.3. not to undertake any contracts or other commitments on behalf of the Company without the written consent of the Company;
- 3.4. the Fixed-term Employee guarantees that he / she is competent to carry out the services which he / she has undertaken in this contract and that he / she is properly qualified to occupy the post envisaged herein. Any material misrepresentation shall lead to summary termination of this contract;
- 3.5. to observe the Policies and Procedures set by the Company from time to time in the conduct of it's business;
- 3.6. In the implementation of this agreement, the parties undertake to observe the utmost good faith and they warrant in their dealings with each other that they shall neither do anything nor refrain from doing anything which might prejudice or detract from the rights, assets or interests of any other(s) of them.

4. HOURS OF WORK: