

## CONTRACT FOR SERVICES OF TEMPORARY WORKERS

### 1. DEFINITIONS

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- “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 A24 Group (PTY) Ltd T/A Ambition 24hours, Ambition House, 107 Voortrekker Road, Bellville, Western Cape, 7535, RSA.
- “Temporary Worker”** means the Locum, Nurse or other temporary worker who agrees to and is provided with a copy of this contract for services.

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

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### 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 and the Temporary Worker between Assignments.
- 2.2 For the avoidance of doubt, these Terms shall 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 as a self-employed worker/ independent contractor although the Agent may be required to make statutory deductions from his remuneration in accordance with clause 4.2.
- 2.3 No variation or alteration of these Terms shall be valid unless approved by a director of the Agent in writing.

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### 3. ASSIGNMENTS

- 3.1 The Temporary Worker agrees to provide his services to the Client during the Assignment in accordance with this Agreement.
- 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 when no suitable work is available. The Temporary Worker further agrees that suitability shall be determined solely by the Agent and that the Agent shall incur no liability to the Temporary Worker should it fail to offer opportunities to work.
- 3.4 The Temporary Worker shall not be obliged to accept any Assignment arranged by the Agent.
- 3.5 The Temporary Worker may not under any circumstances introduce any other person to supply services in place of the Temporary Worker.
- 3.6 If 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 direct (or assist another body to employ the Temporary Worker direct), the Temporary Worker acknowledges that the Agent will be entitled to charge the Client an introduction fee.

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### 4. REMUNERATION AND OBLIGATIONS

- 4.1 The Temporary Worker is to be supervised, directed and controlled by the Client during the Assignment.
- 4.2 The rate payable to the Temporary Worker 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 Temporary Worker's remuneration and agreed expenses this, and accounting for PAYE, shall be dealt with on behalf of the Client by the Agent. Temporary workers may not be paid directly by the client.
- 4.3 The Temporary Worker shall during the Assignment:-
- use all reasonable skill and care in the provision of his services. All payments to the Temporary Worker will be made by the agent.
  - co-operate with the Client's staff and accept the direction, supervision and instruction of any person in the Client's organisation to whom he is responsible
  - conform to the Client's rules and regulations and normal hours and standards of work and practice

- d) take all reasonable steps to safeguard his own safety and the safety of any other person who may be affected by his actions
- e) avoid conduct detrimental to the interests of the Client.

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## **5. STATUTORY LEAVE AND ABSENCES**

- 5.1 For the purpose of calculating entitlement for paid annual leave pursuant to the Basic Conditions of Employment Act, the leave year commences on the commencement of the Temporary Worker's first assignment.
- 5.2 Under the Basic Conditions of Employment Act the Temporary Worker is entitled to 15 days paid leave per leave year. 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.
- 5.3 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 according to the previous twelve weeks worked. 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. Where the Temporary Worker wishes to take any leave to which he is entitled he should notify the Agent in writing of the dates of his attended absence. The Agent requires four weeks written notice of intention to take leave. This is to be sent to holiday manager in the payroll department in the Cape Town head office.
- 5.5 None of the provisions of this clause regarding statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.
- 5.6 Under certain arrangements with clients, which will be notified to the Temporary Worker, the hourly rate payable to the Temporary Worker is inclusive of leave pay. Where this is the case there shall be no further leave entitlement of any sort.
- 5.7 Sick leave, family responsibility leave or maternity leave will, if applicable, be granted in accordance with the provisions of the relevant legislation.

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## **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 time sheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised 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.
- 6.2 For the avoidance of doubt the Temporary Worker's 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 Client's premises, lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

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## **7. CONDUCT OF ASSIGNMENTS**

- 7.1 The Temporary Worker is not obliged to accept any Assignment offered but if he does so, during every Assignment and afterwards where appropriate, he will:-
  - a) 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 organisation;
  - b) 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 agreed at the premises where the assignment is to be carried out;
  - c) 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;
  - d) take all reasonable steps to safeguard his own health and safety and that of any other person who may be present or be affected by his actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
  - e) not engage in any conduct detrimental to the interests of the Client;
  - f) not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Client's or the Agent's employees, business affairs, transactions or finances;
  - g) act in a professional and courteous manner;
  - h) 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.

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## **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 not been convicted of or cautioned in relation to any criminal offence. In the event that the Temporary Worker 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.
- 8.2 The Temporary Worker will fully co-operate with the Agent in relation to any criminal record checks which the Client is 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/her 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/her professional competence or conduct.
- 8.5 Where the Temporary Worker wishes to raise any complaint about any matter, he should do so in accordance with the Agent's 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 work 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 worker was assigned is no longer available.
- 8.9 The Temporary Worker understands the nature of the temporary work provided by the Agent on behalf of its clients and has read and understands the provisions of Section 186(b) of the Labour Relations Act, 1995, as amended, and undertakes not to refer an alleged unfair dismissal dispute to any legal forum should his Contract for Services be terminated for any reason.
- 8.10 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 a retrenchment and severance pay will not be applicable under any circumstances.

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## 9. SPECIAL PROVISIONS

- 9.1 The Temporary Worker must provide the Agent with all requested proof of qualifications, references, recent photographs (for identification purposes), access to health records 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 such information with its associates, agents or third parties as part of performing its duties. The Temporary Worker recognises such obligations on the Agent and hereby consents to the handling, processing and divulging (whether in South Africa, the UK, European Union or elsewhere) of such information as may be necessary for the Agent (or its agents) to perform its duties.
- 9.2 In the situation where the Temporary Worker has professional qualifications and relies thereon 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.
- 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 to 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 upon 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 procedure of the Client and undertake any training specified by the Client.
- 9.7 Throughout each Assignment, the Temporary Worker must comply with the Clients' policies and/or procedures.



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## CONTRACT OF SERVICES FOR TEMPORARY WORKERS

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

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SIGNED BY TEMPORARY WORKER

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PRINT NAME

DATE

- 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 Ambition 24Hours is associated to, but operates entirely independently from The Nursing Services of South Africa (Pty) Ltd, meaning that we can provide two types of assignment opportunities. Ambition 24Hours provides very much last minute assignments at higher pay rates, NSSA provides longer term contract assignments at lower pay rates. (Pay rates sheets can be downloaded from our websites. [www.a24.co.za](http://www.a24.co.za) or [www.nurses.co.za](http://www.nurses.co.za) or from our respective branches; alternatively the consultant will inform you of the rate at the point of booking)
- 9.10 In order to maximize your opportunities for work assignments your details will be made available to both Agencies.

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#### 10. LAW

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.

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**Ambition** 24 hours

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