

IT IS HEREBY AGREED THAT A CONTRACT OF EMPLOYMENT FOR AN
INDEFINITE PERIOD
BE ENTERED INTO BETWEEN

AFM OF SOUTH AFRICA KEMPTON PARK NORTH ASSEMBLY
(hereinafter AFM KEMPTON PARK NORTH)

And

(Full name and Surname)

Identity No.

Contact Address :

(hereinafter THE EMPLOYEE)

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS

1. **JOB TITLE**
 - 1.1 The EMPLOYEE shall be employed as per Job Title, Job Description and together with the Place of Work (See Schedule A) attached to this agreement.
2. **STARTING DATE**
 - 2.1 The EMPLOYEE shall commence his/her employment on this day 1st day of the month of September this year 2001 as the first day of work, for a PROBATION PERIOD OF 3 MONTHS.
3. **DUTIES**
 - 3.1 The EMPLOYEE shall be expected to satisfactorily carry out all the tasks and duties normally associated with the position as described in the referred Schedule "A" applicable. The EMPLOYEE agrees and undertakes to obey all **reasonable** and lawful instructions that may be given by any person employed by AFM KEMPTON PARK NORTH who is in a managerial or supervisory position.
 - 3.2 The EMPLOYEE confirms that he/she is capable and competent to perform the duties for which he/she has been employed, and that he/she has the necessary skills and knowledge to perform such duties and tasks competently and to the satisfaction of AFM KEMPTON PARK NORTH.
 - 3.3 It is expressly agreed by the EMPLOYEE that should the work as set out in the Schedule "A" attached, be unavailable he/she will be prepared to perform any other suitable work which falls within his/her abilities. Provided that it shall be without loss of remuneration and or status except if otherwise expressly agreed.
 - 3.4 The performance of any other suitable work under these circumstances will not be seen as a right of the EMPLOYEE and AFM KEMPTON PARK NORTH reserves the right to retrench the EMPLOYEE in these circumstances according to the articles and clauses applicable in the Labour Legislation.
4. **THE PROBATION PERIOD**
 - 4.1 The EMPLOYEE'S appointment is subject to a probation period of 3 (three) months, as from the date of inception of the appointment.
 - 4.2 During this period of time AFM KEMPTON PARK NORTH evaluates the EMPLOYEE'S performance, skill, conduct, compatibility, knowledge and health, etc.

- 4.3 Failure to comply with standards and specifications during this period or at the end of the probation period will be sufficient grounds for AFM KEMPTON PARK NORTH to terminate the services of the EMPLOYEE as per paragraph 9 of this agreement.

5. EVALUATION OF PERFORMANCE

- 5.1 After the Probation period AFM KEMPTON PARK NORTH will evaluate the EMPLOYEE'S performance, skill, conduct, compatibility, knowledge and health continuously. Results from this evaluation will be a key to :
- 5.1.1 Determining incentives, promotions, bonuses and increases as agreed upon in writing.
- 5.1.2 Failure by the EMPLOYEE to comply to the agreed standards may lead to a formal investigation and appropriate disciplinary steps as set out in Legislation and the AFM KEMPTON PARK NORTH Disciplinary Code.

6. REMUNERATION

- 6.1 The EMPLOYEE'S salary/wage shall be specifically negotiated and agreed upon as per Schedule B attached to this agreement and payment shall be made monthly in arrears not later than the last day of each month.
- 6.2 Payment of the EMPLOYEE'S salary / wages and allowances as stipulated in Schedule B attached shall be paid into the EMPLOYEE'S account at a financial institution of the EMPLOYEE'S choice.
- 6.3 The EMPLOYEE'S salary/wage is confidential and disclosure of this information for purposes other than credit approval and retirement planning without the written consent of AFM KEMPTON PARK NORTH will be in breach of this agreement and the EMPLOYEE'S services may be terminated summarily as per paragraph 9 of this agreement.
- 6.4 Absence from the workplace without the necessary permission will result in unpaid leave.

7. INCREASES

- 7.1 Future increases will be based on the EMPLOYEE'S individual performance as well as on the overall financial performance of AFM KEMPTON PARK NORTH.
- 7.2 Such granting of increases will be entirely at the discretion of AFM KEMPTON PARK NORTH and implementation thereof will take place from the 1st of April of each year or a date determined by AFM KEMPTON PARK NORTH.
- 7.3 The EMPLOYEE agrees that any increases granted in terms of this clause will be set off against any wage increase, which may become due and payable according to any wage regulating measure or other agreement if such increase takes effect within 11 months of the granting of the aforesaid increase.

8. ANNUAL BONUS

- 8.1 The EMPLOYEE will receive an annual bonus, on or before 26 November of any year.

9. TERMINATION OF EMPLOYMENT

- 9.1 The EMPLOYEE'S service may be terminated by either him/her or by AFM KEMPTON PARK NORTH by giving not less than :
- 9.1.1 One week's written notice during the first six months of employment
- 9.1.2 After six months, but during the first year, two weeks notice will/must be given, and
- 9.1.3 Four weeks if the EMPLOYEE has one year's service and more.

- 9.2 Either party may summarily terminate this Agreement for any cause recognised by law as being sufficient, subject to this being reduced to writing.
- 9.3 AFM KEMPTON PARK NORTH, without any notice or any payment in lieu of notice in the case of gross misconduct, breach of confidentiality or dishonesty on the part of the EMPLOYEE, may terminate this Agreement. AFM KEMPTON PARK NORTH will in such event follow the procedure laid down in the disciplinary code and procedure.
- 9.4 In the event of Retrenchments due to the change in operational requirements of the business of AFM KEMPTON PARK NORTH, financial position of the business of AFM KEMPTON PARK NORTH and or in the event of the Incapacity of the EMPLOYEE, AFM KEMPTON PARK NORTH shall and the EMPLOYEE agrees to accept :
- 9.4.1 Severance pay of not more than one week's salary for every completed year's service.
- 9.4.2 The notice period for termination will commence at the date that the EMPLOYEE receives written notice of the induction of negotiations of such retrenchment.
- 9.4.3 If alternative employment with reasonably equal conditions and requirements are offered in any way to the EMPLOYEE and is refused by the EMPLOYEE, the right to be paid any amount as severance pay is forfeited by the EMPLOYEE as is described by the Labour Legislation.

10. HOURS OF WORK

- 10.1 The EMPLOYEE'S ordinary hours of work shall be determined from time to time and as necessary for discharge of duties, it will be specified in Schedule A.

11. DESERTION AS BREACH OF CONTRACT

- 11.1 The EMPLOYEE agrees that
- 11.1.1 Should he/she fail to report for work for more than 3 (three) consecutive days without notifying AFM KEMPTON PARK NORTH and
- 11.1.2 Providing AFM KEMPTON PARK NORTH with satisfactory proof and reasons for his/her absence
- 11.1.3 It will constitute serious breach of contract and the EMPLOYEE shall be deemed to have deserted and or absconded his work and therefore terminated his/her services without notice or any rights to re-employment.

12. CONFIDENTIALITY

- 12.1 The EMPLOYEE shall not divulge any information to any unauthorised persons or bodies relating to any aspect of his/her work or to any of the operations or processes of AFM KEMPTON PARK NORTH. Such information shall include salary/wages, methods, processes, computer software, documentation, client lists, programmes, trade secrets, technical information, chemical formulae, drawings, financial information, or any other information which could be damaging to AFM KEMPTON PARK NORTH'S operations or which could benefit other parties to the detriment of AFM KEMPTON PARK NORTH.
- 12.2 Such restrictions shall apply during and after the EMPLOYEE'S employment with AFM KEMPTON PARK NORTH for at least a period of 12 (twelve) months or as specified elsewhere for a period longer than 12 (twelve) months after termination of this contract of dismissal.

13. RULES AND REGULATIONS
- 13.1 The EMPLOYEE will observe and obey all the rules, regulations and procedures, which have been or may be drawn up by AFM KEMPTON PARK NORTH.
- 13.2 AFM KEMPTON PARK NORTH reserves the right to change or add any of its rules, regulations and procedures at any time at its discretion, subject to reasonable notice to the EMPLOYEE.
14. HEALTH
- 14.1 The EMPLOYEE confirms that he/she is in good physical and mental health and is capable of carrying out all the duties assigned to him/her by AFM KEMPTON PARK NORTH. Should the EMPLOYEE be found not to be able to perform his/her duties in a competent and proper manner to the satisfaction of AFM KEMPTON PARK NORTH, due to health reasons, then AFM KEMPTON PARK NORTH shall reserve the right to terminate the EMPLOYEE'S services as agreed and arranged in paragraph 9 above. AFM KEMPTON PARK NORTH may require the EMPLOYEE to undergo any medical examination at the expense of AFM KEMPTON PARK NORTH from time to time in order to ascertain the state of the EMPLOYEE'S health and capacity to execute to the agreed standards the duties and tasks assigned and normally associated to this position.
15. SAFETY AND SECURITY
- 15.1 The EMPLOYEE agrees to observe and obey all the safety and security rules and regulations as prescribed by AFM KEMPTON PARK NORTH, and of the Occupational Safety and Health Act.
16. TRAINING
- 16.1 AFM KEMPTON PARK NORTH may require the EMPLOYEE to attend from time to time, training courses or development programmes in order to improve the EMPLOYEE'S skills, knowledge or experience.
- 16.2 Attendance at these courses or programmes will be at the discretion and expense of AFM KEMPTON PARK NORTH.
17. DATE OF RETIREMENT
- 17.1 The EMPLOYEE will retire at the age of 60 or as otherwise agreed in writing
18. ADDRESS DOMICILIA
- 18.1 Should either party serve any notice on the other
- 18.1.1 This shall be done in writing
- 18.1.2 Which may be delivered by hand or sent by registered post to the address here under and
- 18.1.3 Such address will be accepted as the address (domicilium citandi et executandi) for all legal intents and purposes concerning this Contract.

FOR THE EMPLOYEE :

For AFM KEMPTON PARK NORTH : 32 Fiskaalstreet, Glen Marais

19. TRANSFER
19.12 Should the need arise; AFM KEMPTON PARK NORTH retains the right to transfer the EMPLOYEE to any other business of AFM KEMPTON PARK NORTH in any position on a temporary or permanent basis, after consultation and reasonable notice to the EMPLOYEE.

20. OFFENCES
The EMPLOYEE undertakes to immediately notify AFM KEMPTON PARK NORTH in the event of the endorsement of his driver's licence or any criminal offence with regard to dishonesty or violence.

21. IN GENERAL
21.1 This Contract shall be the entire agreement between the parties and no variation, alterations and/or addition will be of any force or effect unless placed in writing and signed by both parties.
21.2 No indulgence, leniency or extension of time that the parties may grant each other, in the event of claims and/or disputes shall in any way whatsoever prejudice either of them, preclude either of them from exercising their rights or constitute a waiver or limitation of any of their respective rights.
21.3 Both parties acknowledge that by signing this Contract, they have received a copy of this Contract, and they have read and understood the contents thereof.
21.4 Both parties undertake to hold themselves bound by this Contract and agree to observe the provisions contained therein.

22. GUARANTEE BY EMPLOYEE
22.1 The EMPLOYEE confirms that all documentation, information and credentials presented to AFM KEMPTON PARK NORTH in support of his/her application for employment are authentic and it is agreed that in the event of any of the above subsequently proving to be false, this will be grounds for the summarily termination of the EMPLOYEE'S services.

23. THE PARTIES AGREE THAT ALL THE TERMS AND CONDITIONS OF EMPLOYMENT ARE :
• Specified in this agreement and the attached Schedule A & B
• Those conditions of employment not specified in this agreement shall be in terms of AFM KEMPTON PARK NORTH rules, regulations and procedures, policies, and relevant legislation.

Signed at on this day of 20..

DECLARATION BY THE EMPLOYEE: I understand AND ACCEPT the conditions contained in this contract.

EMPLOYER : EMPLOYEE

WITNESSES 1 2

SKEDULE A
TAAKOPSOMMING

SKEDULE B
BETALING