

CONTRACT OF EMPLOYMENT

Dear _____,

We have pleasure in confirming your appointment with THE CLINIC (hereinafter referred to as THE CLINIC) in accordance with the terms and conditions stated below.

1. Introduction

- The employer is THE CLINIC, a body, health and skin care clinic, carrying on its business at _____.
- A relationship of trust is central to this employment agreement and you accept that the employment relationship will be conducted on this basis.
- As a customer service, THE CLINIC aspires to meet the highest standards of professional and ethical conduct in its dealings with customers and with the public in general.
- You will accordingly be expected to adopt these standards as your own in the carrying out of your duties and will be expected to conduct yourself with utmost good faith at all times in relation to any matter in which THE CLINIC has or may have an interest.

2. Position

You are employed in the capacity of Personal Assistant / receptionist / administrative assistant at THE CLINIC

3. Period of Employment

- Notwithstanding the date of signature hereof, your employment with THE CLINIC commenced on _____.
- Subject to the next bullet your employment with THE CLINIC will continue indefinitely unless it is lawfully terminated.
- The first 90 calendar days of commencement of employment shall be a probationary period.

4. Place of Work

Your usual place of work in terms of this agreement will be at the premises of THE CLINIC at _____. You acknowledge and agree that should THE CLINIC relocate, this contract will, unless cancelled or varied in writing between ourselves, continue in all respects to be binding upon you.

5. Employment Duties and Responsibilities

Your duties include those as are applicable, and are usual or customary for a Personal Assistant receptionist / administrative assistant, therapist and such reasonable and lawful duties as may be assigned to you from time to time by the employer.

Without derogating from the generality of this clause, you are required to:

- Administer Reception duties carefully and without negligence.
- Adhere to THE CLINIC rules regarding proper housekeeping.
- Conduct a monthly stock count of beauty and health products in the clinic.
- Replenish stock, which has been used in treatments or sold to customers, on a weekly basis.

- Ensure that your appearance is neat and groomed at all times when at work.
- Answer the telephone and register appointments in the appointment book.
- Handle telephonic queries from clients and return client calls.
- Attend to general filing and administration.
- Be loyal to the employer and promote the business and reputation of THE CLINIC.
- Immediately inform THE CLINIC of any changes to your circumstances such as change of address, qualifications etc.
- Take proper care of any of THE CLINIC'S property placed in your possession or custody from time to time.
- Exercise the utmost good faith towards the employer both in carrying out your duties and in all your dealings with THE CLINIC.

6. Extraneous part-time employment

During the course of your employment with THE CLINIC you may not enter into any extraneous employment or be engaged with any other business undertaking, without the prior written consent of the employer.

7. Confidentiality

- During the period of employment and subsequent thereto you shall not disclose to any person any trade secret or confidential information which you may receive or obtain in relation to THE CLINIC'S affairs or THE CLINIC'S customers or any marketing technique which is carried on or used by THE CLINIC.
- If you are uncertain as to whether any information is confidential or is a trade secret, you shall in writing request a ruling from THE CLINIC. You undertake to abide by any ruling made in good faith by THE CLINIC.

8. Ordinary hours of work

Your ordinary hours of work are from 8:00am to 5:00pm, Mondays to Fridays, but you agree that these hours may be amended during the annual holiday season (November until March), provided that your ordinary hours of work may not exceed 45 hours in any week.

Overtime

- Having regard to the nature of THE CLINIC'S business and in order to assist THE CLINIC during demanding work periods, you acknowledge and agree that you may be required to work such reasonable amounts of time over and above your ordinary hours of work.
- All time worked in excess of 45 hours in one week shall be overtime.
- You will be given 90 minutes paid time off for each hour of overtime which you work.

Meal Interval

You are entitled to a meal interval of 1 hour each working day, which may be taken at any time during which you are not scheduled for a booking, provided that staff should arrange daily that they take their meal interval at different times.

9. Remuneration

- You will be paid a monthly salary of _____ together with ____% commission on sales which you conduct.
- Your basic salary will, after legal deductions be deposited into a bank account of your choice on the last day of each month.
- Commission earned during the month will, after legal deductions, be deposited by the 4th of the next month.
- Your salary and any benefits which you may receive in terms of this agreement will be subject to taxation and to any other deductions required by law from time to time.
- Your salary and commission structure will be reviewed annually in September and any adjustments will be effective from the 1st day of October.

10. Deductions

If you at any time owe any amounts to THE CLINIC, you hereby authorize THE CLINIC to deduct such amounts owed from, or set amounts owed off against any amount, including salary, owed to you by THE CLINIC.

11. Discretionary Bonus

- You may be paid an annual bonus, which will depend on both your performance and on the profits of THE CLINIC as determined in December of each year.
- The payment of a bonus and the amount of any such bonus falls within the discretion of the employer. Neither this clause nor the payment of a bonus in any year may be construed to create an exception on your part that a bonus will be paid each year.

12. Leave

Annual Leave

- i. You will be entitled to take 21 consecutive days paid annual leave.
- ii. Annual leave must be applied for upon at least 2 weeks prior written notice and must be approved in writing by the employer.
- iii. Although your annual leave may be split, it may not be accumulated or deferred in a given year without the employer's prior written consent.
- iv. You will not be paid any monies in lieu of any leave to which you are entitled in terms of the provisions of this agreement, save at the termination of your services as required in law.

Sick leave

- i. You will be entitled to 30 working days paid sick leave during any period of 36 consecutive months of employment. Paid sick leave may only be taken in the event that you are unfit for work by reason of sickness or injury.
- ii. During the 1st 6 months of employment you will be entitled to one days paid sick leave for every 26 days worked.
- iii. Should you require to be absent from work for reasons of sickness or injury, you must either personally or through another person notify THE CLINIC immediately of this and also of when you expect to be able to return to work.

Maternity leave

- i. Should you fall pregnant you will be entitled to 4 consecutive months unpaid maternity leave.
- ii. Maternity leave may commence at any time from 4 weeks before the expected date of birth or on a date from which a medical practitioner certifies that it is necessary for your health or that of the unborn child.
- iii. Application for maternity leave should be made in writing at least 4 weeks before you intend to commence maternity leave. You should also notify THE CLINIC of the date on which you intend to return to work after maternity leave.

Family Responsibility leave

- i. You are entitled, upon request, to 3 days paid family responsibility leave per year.
- ii. You will only qualify for family responsibility leave if you have been in employment with THE CLINIC for longer than 4 months.
- iii. Family responsibility leave will be granted, upon request, under the circumstances listed in S27 (2) of the Basic Conditions of Employment Act 1997.
- iv. Unused family responsibility leave lapses at the end of a 12 month cycle.

13. Dress code

- All the staff of THE CLINIC is required to wear the clinics uniform while at work.
- The above-mentioned uniform will be provided to you at 50% of the cost thereof.
- Staff must ensure that they look neat and well groomed when at work.

14. Termination of Employment

- During your probationary period you or THE CLINIC will be entitled to terminate this contract of employment on 3 working days written notice given to the other party.
- After the probationary period you or THE CLINIC will be entitled to terminate this contract on not less than 4 weeks written notice given to the other party.
- Notwithstanding anything to the contrary, this agreement may be summarily terminated on any grounds recognized in law as sufficient

15. Training

- During your employment with THE CLINIC you may be permitted or required to attend and successfully complete training courses approved by THE CLINIC.
- THE CLINIC will bear the cost of courses it requires you to attend and may, at its discretion, bear the costs of other courses.
- If your employment is terminated within 3 months of you completing a training course, the costs of the course shall be repayable by you to THE CLINIC.

16. Restraint of Trade

For a period of 1 year after termination of your employment with THE CLINIC for any reason, you may not be employed by, contracted to, associated with, engaged in or have any business or financial

interest in any clinic or organization whose activities compete directly or indirectly with those of THE CLINIC and which is situated within a 10-kilometer radius of THE CLINIC'S premises.

17. General

- You accept that, subject to proper consultation with you, your terms and conditions of employment may be amended from time to time.
- Without derogating from the generality of clause 17.1 (above) you accept that during "season" (November in one year until March the following year) the day which you have off work in a given week (usually a Monday) may have to be taken at a different time in the week, depending on customer bookings and work demands.
- No indulgence granted to you by THE CLINIC at any time in regard to the carrying out of any of your obligations on any one occasion shall prejudice or constitute a waiver of THE CLINIC'S rights under this employment contract; accordingly, THE CLINIC shall not be precluded, as a consequence of granting such indulgence, from enforcing that obligation against you on any other occasion.

Kindly retain a copy of this letter for your own records and sign the original hereof by no later than _____ in order to signify your acceptance of the conditions of your employment.

I wish you a fulfilled association with THE CLINIC.

Yours Faithfully

THE CLINIC

Date: _____

I accept the terms and conditions of employment set out in this contract of employment.

Signed: _____