

Terms & Conditions

Care Worker Terms & Conditions

1. DEFINITIONS

1.1. The headings of the clauses in this Agreement are for the purpose of convenience and reference only and

shall not be used in the interpretation of, nor modify, nor amplify, the terms of this Agreement nor any clause thereof.

1.2. Unless a contrary intention appears:

1.2.1. words importing any one gender shall include any other gender;

1.2.2. words importing the singular shall include the plural and vice versa;

1.2.3. words importing natural persons shall include created entities (incorporated and unincorporated) and vice versa.

1.3 “Prescribed Services” means the services to be rendered by the Care Worker to the Company in terms of this

Agreement read with the applicable instruction annexed to the Agreement from time to time.

2. WARRANTY AND DURATION

2.1. The Care Worker warrants that she has the ability, skill and experience to properly render the Prescribed

Services and to perform all related functions.

2.2. This Agreement shall commence on the date set out in the applicable instruction annexed to the Agreement

from time to time and shall continue for the period set out there in, unless it is terminated prior thereto in

accordance with the Termination clause herein.

3. OBLIGATIONS OF THE CARE WORKER

3.1. The Care Worker shall:

3.1.1. render the Prescribed Services with due skill and proper care, maintaining the highest professional standard at all times;

3.1.2. while on the premises of a Client of the Company adhere to such standard health and safety

and security measures as may reasonably be required by the Company and its Client;

3.1.3. while rendering the Prescribed Services, maintain professional standards of conduct in relation to the representatives and employees of the Company with whom she has contact;

3.1.4. during the currency of this Agreement, accept only such other assignments as will not impede the Care Worker’s ability or conflict with his obligation to render the Prescribed

Services within the time period specified in the applicable instruction annexed to the Agreement from time to time;

3.1.5. refrain from any action, which may prejudice or be adverse to the business interests of

the

Company;

3.1.6. submit to the Directors or principals of the Company or any person nominated by them such

information and reports as may be reasonably required of the Care Worker in connection

with the rendering of any Prescribed Services in terms of this Agreement;

3.1.7. on completion of the Prescribed Services and on cancellation of this Agreement for whatever

reason, return to the Company all reports, manuals, research papers, letters and/or other

documents or information stored electronically or remotely or in any other form and all

copies thereof which were created, compiled or brought into being by the Care Worker or

came into the Care Worker's possession during the course of the rendering by him of the

Prescribed Services;

3.1.8. have means of transport available to provide for her own transport;

3.1.9. ensure that at all times she has access to such facilities and equipment as she may require

for the purpose of rendering the Prescribed Services.

3.1.10. be solely responsible for the administration of her own business affairs;

3.1.11. be liable to the Company for any loss that the Company may suffer as a result of any theft,

fraud, breach of confidentiality or other criminal act of the Care Worker;

3.1.12. adhere to the Terms and Conditions of contracts entered into between the Company and its

Clients;

3.1.13. be responsible for obtaining whatever permits and licences are necessary to enable the Care

Worker to carry out its obligations under this Agreement;

3.1.14. The Care Worker undertakes to perform her duties to the best of her ability, and in terms of

the standards set down by the Company or the Company's Clients;

3.1.15. The Care Worker confirms that she is suitably qualified and experienced to perform the

prescribed duties. Any misrepresentation hereof, will be considered a breach of this contract

on the part of the Care Worker & may lead to the immediate termination of this contract;

3.1.16. The Care Worker is prohibited to ask the Client of the Company for any direct remuneration or

payment or loans of any kind;

3.1.17. The Care Worker is prohibited to work in her private capacity for a client of the Company or

any other person connected to the Client, without the prior & direct consent from the

Company;

3.1.18. The Care Worker must always act or behave in such a way, as to promote the

Company & its

Clients, by always acting in their best interest;

3.1.19. The Care Worker is prohibited from taking advantage of the Company or its Clients in any way

or form, including theft, assisting thefts, abusing the Client or Patient verbally or physically, etc;

3.1.20. Absence from work or arriving late for duty must be reported prior to the shift, in reasonable

time, to both the Company and its Client, with a valid reason and proof thereof;

3.1.21. Grievances should be addressed to the Company, who will do an investigation into the matter;

3.1.22. The Care Worker is required to provide the Company with a Police Clearance Certificate yearly

on the anniversary date of this agreement;

4. CONFIDENTIALITY

4.1. The Care Worker shall not during the operation of this Agreement or thereafter use for her own benefit or

for the benefit of any other person, or divulge or communicate to any person except to those officials of

the Company, the secrets of the Company or any other information which he may receive or obtain in

relation to the Company's affairs or those of its customers or of the working of any process or invention or

marketing technique which is carried on or used by the Company and shall sign all reasonable confidentiality

agreements that the Company may require him to sign.

4.2. The Care Worker shall co-operate with the Company, its Clients and any other persons the Company may

designate to obtain such security clearance as the Company requires. This applies to the Care Worker and

all persons who assist the Care Worker in rendering the Prescribed Services in whatsoever capacity.

5. NON-COMPETE

The Care Worker undertakes not to compete with the Company in respect of any service or to render any services

directly or indirectly of the same or similar nature to a Client of the Company during their association with the

Company and for the duration of this Agreement and for a period of 24 (twenty-four) months after termination of

this Agreement.

6. CONSIDERATION

6.1. The Care Worker shall be paid the amount calculated in accordance with the applicable instruction annexed

hereto from time to time for the rendering of the Prescribed Services on the following conditions:

6.1.1. The Care Worker shall present the Company with a formal monthly roster with the hours worked (time

sheet);

- 6.1.2. The Company will issue its Clients with an invoice with the banking details of the Care Worker;
- 6.1.3. The Clients of the Company will effect payment of the invoiced amount directly into the nominated bank account of the Care Worker.
- 6.1.4. The Company will not pay the Care Worker a retainer.
- 6.1.5. The Care Worker shall be liable for any taxes or duties (and any interest and penalties in relation to any taxes or duties) which may become payable in relation to any amounts paid by the Company to the Care Worker in terms hereof (including VAT, if applicable) and the Care Worker hereby indemnifies the Company and holds it harmless against such liabilities.
- 6.1.6. The Care Worker reserves the right to proceed on either planned or sick absence, at no cost to the Company, provided that, in the case of planned absence, at least 2 (two) weeks advance notice is given to the Company and such absence is agreed to by the Company and the Client.
- 6.1.7. The Care Worker must ensure that any leave taken, does not interfere with the performance of the prescribed services.

7. LIABILITY

- 7.1. The Company shall not be liable for any damage arising out of injury to the Care Worker suffered whilst such person is on any premises owned by the Company arising out of damage to, or loss of, any property belonging to such person on such premises or property, whether such injury or damage or loss is caused by the negligence of the Company or any of their employees or agents or by any other cause whatsoever. The Care Worker hereby indemnifies the Company against such claim or liability, unless in the event of gross negligence on the part of the Company.
- 7.2. The Care Worker indemnifies the Company against any claims of the Receiver of Revenue, Workmen's Compensation Board, Regional Council Board or Unemployment Insurance Fund (UIF).

8. ACKNOWLEDGEMENTS BY THE CARE WORKER

- 8.1. The Care Worker is an Independent Care Worker and nothing in this Agreement should be construed as constituting an employment relationship between the Care Worker and the Company. The Care Worker acknowledges that this Agreement is not subject to any employment law or statute.
- 8.2. The representatives of the Care Worker are not the employees of the Company and the Company shall have no liability in respect of any breach by the Care Worker or any breach of the terms of any of his agreements with his representatives. The Care Worker acknowledges that its relationship with its representatives in no

way constitutes a temporary employment service and the provisions of Section 198 of The Labour Relations Act 66 of 1995 do not apply.

8.3. The Company is a Customer of the Care Worker and this Agreement does not constitute and shall not be deemed to create a principle/agent relationship or joint venture or partnership between the Company and the Care Worker.

9. CANCELLATION

9.1. Either party may cancel this agreement by giving 1 (one) calendar month's written notice to the other party.

9.2. Nothing in this Agreement prevents the parties from cancelling this Agreement by mutual Agreement

between the parties, subject thereto that it shall be reduced in writing and signed by both parties.

9.3. In the event either party being a natural person, dies or being a juristic person undergoes a material

restructure then the aggrieved party may (without affecting any of its other rights) proceed with the

termination of this Agreement with immediate effect and the infringing party will return at its costs, to the

aggrieved party within 7 (seven) days of receipt of such termination, all documentation and/or property in

its possession belonging to the aggrieved party and both parties will make payment of any amount due and

owing to the other party within 7 (seven) days of receipt of such termination arising out of this Agreement,

without prejudice to any rights which either party may have in terms hereof and at law.

10. BREACH

10.1. Should any party breach any of its obligations in terms hereof and persist in such breach for a period of

7 (seven) business days' after written notice has been given to the other party, the aggrieved party shall

be entitled without prejudice to any rights which it may have in terms hereof or at law, to:

10.1.1. cancel this Agreement and claim damages.

10.2 Any amount falling due for payment by any party in terms of, or pursuant to, this Agreement including

any amount which may be payable as damages shall bear interest thereon, at 9% per annum, and

reckoned from the due date for payment (or, in the case of any amount payable by way of damages, with

effect from the date upon which those damages are sustained) to the actual date of payment thereof,

both dates inclusive.

11. CESSION AND ASSIGNMENT

Neither the Care Worker nor the Company shall cede any of his rights or assign any of its obligations hereunder

without the prior written consent of the other party.

14 RETURN OF PROPERTY

The Care Worker undertakes to immediately upon termination of this agreement to return all tools and equipment as per clause 8.3 of this agreement.

15 AUTHORITY TO REPRESENT THE COMPANY

15.1 Notwithstanding anything to the contrary contained herein, the Care Worker acknowledges that she has no

authority whatsoever to represent the Company in any capacity whatsoever, unless prior written consent was given.

15.2 In particular, but without limiting the generality of the foregoing, the Care Worker shall not be entitled to

conclude any contracts on behalf of the Company, nor to sign any document on behalf of the Company unless with prior written consent from the Company.

16 INDULGENCE

No relaxation or indulgence granted by the Company to the Care Worker shall be deemed to be a waiver of any of the

Company's rights in terms hereof nor shall any relaxation or indulgence be deemed to be a notation of any of the terms and conditions of this Agreement.

17 DOMICILIUM (CHOSEN PHYSICAL ADDRESS)

17.1 The parties hereto choose their domicilium citandi et executandi for all notices and processes to be given and

served in pursuance hereof at their respective addresses as detailed on page 1 (one) of this Agreement.

17.2 Any notice of change in such addresses shall be given in writing by the party concerned and delivered by

hand or sent by registered mail to the other party and upon notification of which the address so notified will

serve as the new domicilium citandi et executandi as aforesaid.

18 ENTIRE CONTRACT

This document supersedes all prior agreements between the Company and the Care Worker and constitutes the entire

agreement between the parties hereto and no agreement at variance with the terms and conditions of this Agreement

shall be of any force of effect unless in writing and signed by the Company and the Care Worker.

19 GOVERNING LAW

This Agreement shall be governed by the laws of the Republic of South Africa and the declaration of any clause or part

of a clause herein as invalid shall not affect the validity of the remainder hereof.