# **Subcontractor Agreement**

as prescribed by The South African Labour Guide, Pretoria, South Africa

Website: http://www.labourguide.co.za

Entered into between James John Jones (hereinafter referred to as "the Contractor") residing at 2048 Situni Street, STRAND, 7140, and Tikopo CC (hereinafter referred to as "the Principal") with main place of business situated at 2 New Building, Matrix Street, DURBANVILLE 7430.

Now therefore the parties agree as follows:

1. The Contractor shall provide the Principal with the necessary skills, knowledge and work which is needed by the Principal in order to effectively run its administration.

2. This agreement shall be effective from 30.01.2004 to 30.07.2004, at which date the agreement shall terminate due to task completion.

3. At no stage shall the Contractor demand or have any expectation to have this contract renewed or another agreement entered into, subsequent to the termination of this agreement as envisaged in clause 2 above.

4. The Contractor shall receive in full payment an amount of R20.00 per hour worked (pro-rata for part hours) on a monthly basis. The Contractor shall be expected to invoice the Principal for the agreed amount and payment shall be made within 7 days of receipt of such invoice made available to the Principal, at the Principal's main place of business.

5. The duties that the Contractor shall be required to perform are as follows and can be adjusted/extended from time to time in the Principal’s sole discretion: cleaning offices/premises; buying/ maintaining stock; waiting; washing; handyman activities – painting, glazing, etc; gardening; admin work; reception duties; tax forms; other statutory work; messenging, banking, payment of accounts, calling at the post office, and other errands; business advice, where required; to make every effort to work harmoniously and in cooperation with other workers/subcontractors of the Principal; to work for the Principal or any other associated business.

6. The Contractor shall be liable to pay tax to the Receiver of Revenue and indemnifies the Principal from all liability for not deducting any personal tax, PAYE or SITE that the Principal is legally not required to do in terms of this agreement due to the non-existence of any employment relationship whatsoever. Notwithstanding this indemnity, the Principal may elect in its sole discretion to deduct and pay over any said taxes.

7. The Contractor shall not be entitled to any leave, sick leave or any other benefits normally provided to an employee. The Contractor works for the Principal at the sole risk of the Contractor at places designated by the Principal from time to time in the Principal’s sole discretion. The Principal shall not be responsible for and the Contractor shall be responsible for any damage, risk or liability applicable to the Contractor or to any other party which may arise in connection with such work.

8. The Contractor shall not be bound to work the normal fixed working hours but shall be expected to be available to be consulted on any issues that may arise out of this agreement. The Principal however, requires that the Contractor perform the services tendered during the Principal's work hours, which are currently 08h30 to 18h00, excluding Sundays and holidays.

9. The Contractor shall be allowed to use the Principal's facilities, such as telephones, fax machines, copiers and stationery, in the performance of the Contractor’s duties.

10. The Contractor shall not be entitled to use any of the Principal's official stationery, such as letterheads, compliment slips, etc. All correspondence shall be approved and signed by an authorised representative of the Principal.

11. The Contractor shall have no authority over any of the Principal's workers/subcontractors, nor shall such workers/subcontractors be expected to report to the Contractor.

12. All consultative work that may require that other workers/subcontractors need to be instructed to perform various tasks, shall always be directed through the Principal’s normal lines of command, from which the Contractor is excluded.

13. This agreement may be terminated by either party giving the other 24 hours notice. Reasons for termination need not be disclosed. Such notice shall be final and shall not be capable of dispute by either party. Notice shall be construed as having been effectively given if the Contractor fails to comply with the requirements of clause 8 above for a period of 24 hours.

14. The parties agree that this agreement contains all the conditions, and that no representation that is not according to this agreement shall in any manner vary, alter or extend any of the provisions contained in this agreement.

Signed at Durbanville this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 2004.

PRINCIPAL\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CONTRACTOR\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ WITNESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_