



CORPORATE LABOUR SOLUTIONS

This instrument constitutes the whole Agreement between the signatory parties and sets out herein (as contained in the memorandum) all rights and obligations arising from the legal relationship created hereby.

It is thus hereby understood that this document, with all of its terms (and annexures, if any) constitutes an offer to

Represented by: _____ who is duly authorized

(Hereinafter referred to as the client)

By

NJ Corporate Labour Solutions

Registration number: 2016/478770/07

Represented by Gert Petrus Prinsloo who is duly authorized

(Hereinafter referred to as the Service Provider)

Hereinafter referred to as the parties and that upon the initialling of every page and the full signature on the last page of this document by both mentioned parties, the Client unconditionally accepts this offer, thereby making the terms of this document legally binding on both parties.

It is also hereby understood that the annexure (if any) attached to this document will only become part of this Agreement if and when it is signed in full by both parties hereto on the last page of the said annexure.

It is hereby also explicitly stated and guaranteed that both signatory parties hereto have extensively perused the terms of this Agreement and have reconciled themselves therewith, thus accepting it as a true reflection of the full meeting of their minds.



CORPORATE LABOUR SOLUTIONS

1. Interpretation, definitions and jurisdiction

1.1 Interpretation

The headings in this instrument are used for ease of reference only and will have no bearing on the interpretation of the terms of this Agreement. Such headings shall not be deemed to govern, limit, modify or affect the scope, meaning or intent of the provisions of this Agreement or any part of it; nor shall such headings otherwise be given any legal effect.

2. Purpose

It is the intention of Client to engage the services of NJ Corporate Labour Solutions in the general and also more specifically, to perform the following duties:

2.1 Disciplinary Management

2.2 Performance management

2.3 Legal Representation at any Bargaining Council, CCMA.

2.4 Union Negotiations

2.5 General Labour related services that includes inter alia the following:

- Assisting with HR procedures and policies;
- Revision of existing procedures and policies;
- Assisting in the drafting of job descriptions;
- Assisting in the drafting of employment agreements;
- Assisting in the drafting restraint of trade agreements;
- Drafting of policies and assisting in the implementation thereof.

2.6 Private Security Industry Regulatory Authority (PSIRA) that includes inter alia the following:

- Attending formal inquiries
- Registration of Individual and Business Applications
- Resolving Disputes handling
- Settlements

3. The Service Provider's rights/Client's obligations

a. Administration fee

Client shall pay a once off administration fee of R _____ (Rand).

b. Monthly retainer

Client agrees to pay for the services at the following rates:

The client shall pay a monthly retainer of R _____ per month as per the date as indicated by the clients membership form.



CORPORATE LABOUR SOLUTIONS

c. Costs and expenses

In addition to paying the retainer, Client shall reimburse The Service Provider for all costs and expenses incurred by The Service Provider, including, but not limited to:

- fees fixed by law;
- messenger and other delivery fees;
- postage;
- investigation expenses;
- Translation services;
- Correspondent fees; and sheriff fees and;
- other similar items
- Advocate fees for appearances.

Client authorizes The Service Provider to incur all reasonable costs. The Service Provider shall obtain Client's consent before retaining outside investigators or consultants and or any other fees starting with a minimum of R _____. The Service Provider shall obtain Client's consent before incurring any cost in excess of R _____.

d. Invoice

- i. The Service Provider shall send Client monthly statement and or invoices for the retainer amount on or before the 25th of each month.
- ii. Statements unpaid for more than 30 days are subject to a late charge at the prescribed rate of interest.

4. Discharge and withdrawal

- a. Client may discharge The Service Provider by providing 30 days' notice in writing.
- b. The Service Provider has the right to discontinue work if Client has failed to pay The Service Provider in accordance with this Agreement.

5. Guarantee by client

Client hereby guarantees that all information and references furnished by him/her to The Service Provider are as far as Client is concerned, truthful and based on fact.

The Client also hereby confirms and agrees that The Service Provider may appoint any 3rd party to conduct any labour services that The Service Provider cannot conduct themselves.

6. Breach of guarantee

A breach of the guarantee in **clause 5** will result in this Agreement becoming voidable on election by The Service Provider.



CORPORATE LABOUR SOLUTIONS

7. Entire Agreement and non-variation stipulation

- a. This Agreement constitutes the whole agreement between the parties relating to the subject matter hereof and the parties waive the right to rely on any alleged express provision not contained in this Agreement.
- b. This Agreement, including this non-variation clause, may be amended only by written instrument signed by both parties.

Thus done and signed at _____ on the _____ day of _____ 2017.

Witnesses:

1 _____ (Initials and surname)	_____ (Full signature)
2 _____ (Initials and surname)	_____ (Client Name) (or his/her/its duly authorized Trustee/Representative)

Thus done and signed at _____ on the _____ day of _____ 2017.

Witnesses:

1 _____ (Initials and surname)	_____ (Full signature)
2 _____ (Initials and surname)	_____ (The Service Provider) (or his/her/its duly authorized Trustee/ Representative)