



Non Profit Company & Public Benefit Organisation (PBO) Registration Number: 2011/127140/08 VAT No: 4250264704
P.O. Box 57, Wellington, 7654, South Africa Klein Vondeling Farm, Voor-Paardeberg, Paarl, 7646

FIXED TERM CONTRACT K2011127140 trading as PSI Projects

(Hereinafter referred to as PSI Projects)
hereby agrees to the services of: -

SURNAME: _____

FIRST NAMES: _____

I.D. NO.: _____

(Hereinafter referred to as the Service Provider)

The Service Provider agrees to work for PSI Projects on the following terms and conditions: -

1. The conditions of this engagement of a Service Provider by PSI Projects **shall NOT be governed by the Basic Conditions of Employment Act and/or any industrial legislation related to Employment.**

The Terms and Conditions of Contracted Service with PSI Projects are of a confidential nature and at no time shall they be divulged to or be discussed with any other Service Provider or clients of PSI Projects.

2. Duration of Contract and Notice

This Legacy Project is a Development Project within rural impoverished schools, funded via Donations and Fundraising. The project is dependent external funding, and **Contracted Service is renewed or terminated accordingly**. You must please be aware that this contract is a limited-term contract and not a permanent job.

The contract may be terminated for one of the following reasons:

- a) You do not fulfil contractual requirements during the first month probation period
- b) Funding for the programme/project comes to an end.
- c) Contracted donors fail to make required payments
- d) You repeatedly do not perform in terms of the agreed responsibilities and duties.

2.1 PSI Projects is requested by rural schools to assist them in establishing choirs. This requires it to take on trained conductors on a temporary basis, and to release them on short notice.

2.2 The Service Provider's Contracted Service is thus of a temporary nature and will endure for a fixed period of approximately 4 months until the current tasks have been completed, when the contract will automatically terminate unless renewed with ongoing work/funding.

- 2.3 Such termination shall not be construed as being a retrenchment. No notice of termination of the contract will in the light of this provision be necessary on the part of PSI Projects.

3. Position

- 3.1 The Service Provider accepts the position of Choir Conductor and Conductor Trainer with effect from 1 August 2021.
- 3.2 The Service Provider acknowledges that PSI Projects is to make optimum use of its resources. The Service Provider may therefore have the terms of this contract modified, at PSI Projects' discretion.
- 3.3 The Service Provider shall notwithstanding his/her job description in Clause 3.1, be obliged to carry out any reasonable/ lawful instruction given to him/her by PSI Projects even though this may not be related to his/her position.
- 3.4 The responsibilities and duties of the Service Provider may be further elaborated in Appendix A, attached hereto.

4. Compensation

- 4.1 The Service Provider's compensation will be R 250/school, payable every month end, on receipt of completed teacher attendance sheet, service provider timesheet with mileages indicated and invoice made out to PSI Projects/CVT ... Legacy Project.

4.2 Taxi and other Transport

In order to arrive timeously at remote locations, PSI has agreed to a fixed transport allowance of R2/km to service this project, to a maximum of R1500 per month. A transport log must be kept to claim for this. The transport allowance represents an additional, non-negotiable payment.

PSI will not accept liability for any claims arising from failed transport, nor from any accidents or late arrivals/departures of taxis, if utilised. In the event of absenteeism, the allocation for transport will not be paid.

For inaccessible schools ONLY IN BAD WEATHER / ROAD CONDITIONS REQUIRING 4x4 , a shared 4x4 Nissan bakkie can be provided. A PDP licence is required to use this vehicle (costs covered by PSI). The PSI vehicle policy, including all conditions and requirements, must be agreed and signed before use of the bakkie can be permitted. It will be parked at Kwethu Childrens Village for ease of access. Arrangements to use the bakkie must be completed more than 48 hours before needing it, so that arrangements can be made if it is being used elsewhere. A maximum of 80km in any single week will be permissible using this bakkie. Any kms driven more than this will be deducted from the transport allowance above at a rate of R5/km.

5. Hours of Work

- 5.1 The Service Provider's initial hours of work shall be flexible but will require between one and two hours visit to each of 4 schools once a week on ...**Wednesdays** during official school terms only and on **Saturdays, Public Holidays and other days by special arrangement**. PSI Projects may, according to its operational requirements, vary these times.
- 5.2 **The Service Provider is required to travel outside of these hours.**
- 5.3 **It is ESSENTIAL that the service provider arrives timeously to perform his/her duties at the prescribed time period in each school. Punctuality is therefore an essential component of this work, and failure to arrive on time at any of the 4 schools at agreed times/venues more than twice a term, will result in termination of this contract**
- 5.4 Hours of work are calculated on actual hours worked and are exclusive of breaks/travel.
- 5.5 Compensated working hours are strictly related to conducting choirs and training conductors, up to **a maximum of R250** per school per week.

6. Sundays/Public Holidays

The Service Provider may be required to work on Sundays and/or Public Holidays, and/or to attend functions/events/training. Additional payment will not be made on these occasions

7. Annual Leave

There are no leave benefits payable. Annual unpaid leave entitlements, if required, shall be calculated on a monthly basis at 1 day per 17 days worked. Leave must be taken in agreement with the Project Manager, and can only be taken during school holidays.

8. Family Responsibility Leave (if contract is for more than 4 months)

Any Service Provider to PSI Projects shall be entitled to three days per annum UNPAID family responsibility leave, if the Contracted Service has continued longer than 4 months, as needed on request. It will include occasions when a Service Provider's child is born or sick, or for the death of one of the following: spouse or life partner, parents, adoptive parents, grandparents, children, adopted children, grand children and siblings. A list of such persons must please be provided at the onset of this contract, and appropriate certification provided in the case of death of one on the list. Management may request proof of such absence.

Accordingly, Appendix B must be completed by all Service Providers.

9. Sick Leave

- 9.1 The Service Provider is entitled to 1 day of **UNPAID sick leave** for every 26 days worked.
- 9.2 The Service Provider acknowledges that in the event of him/her being unable to attend work due to medical reasons, he/she shall consult a registered medical practitioner and produce a medical certificate to cover the full period of absence.
- 9.3 Should the Service Provider fail to produce a registered medical certificate such absence will be treated as breach of contract, which may be terminated accordingly.
- 9.4 The Service Provider further acknowledges that PSI Projects must be notified of his/her incapacity by **08h30 on the day of service provision**.
- 9.5 The onus shall be on the Service Provider to provide proof of reasons for absence and to ensure that Management is notified of absence. It is not sufficient to pass a verbal message through some other person.

10. Intoxicants

- 10.1 The Service Provider acknowledges that it is specifically forbidden for Service Providers to report for duty under the influence of alcohol or chemical substances, to partake of or be in their possession during working hours.
- 10.2 The Service Provider agrees to submit to an alcohol/drug test at any time during working hours on PSI Projects, should PSI Projects call upon him/her to do so.

11. Policies and Procedures, Rules and Regulations

The Service Provider agrees to abide by all PSI Projects 's codes, policies, procedures, and health and safety rules as may be amended from time to time, as provided to the Service Provider.

The Service Provider also agrees to attend any workshops or webinars relevant to applicable policies, in particular the Child Safeguarding series to commence 7 August.

The Service Provider also agrees to applying for police clearance (required for working with children) and a PDP Driver licence for using PSI vehicles (owned or hired) as per company policy and if required, for transporting colleagues and children.

12. Telephones. Electronic Mail and Internet Access

- 12.1 The Service Provider acknowledges that PSI Projects' facilities may be placed at the disposal of the Service Provider for work purposes.
- 12.2 If PSI Projects has provided such facilities, a telephone, e-mail and Internet policy prescribing the acceptable personal usage of these facilities by Service Providers will apply. The Service Provider shall be bound by any such policy, which may be amended from time to time.
- 12.3 The Service Provider hereby authorises the organisation to record and/or monitor

any telephone and/or electronic mail correspondence and/or Internet access and equipment of which PSI Projects is the owner.

12.4 The Service Provider acknowledges that PSI Projects has the right to monitor, intercept and record as mentioned above.

12.5 Certain categories of Service Provider are compelled to own a cellphone. This includes contractors, supervisors, drivers, and Health and Safety Officers, and now also Conductors. PSI Projects shall be furnished with the applicable Cellphone Number (0842978711 for the current Service Provider) in each of these instances.

The relevant Service Provider undertakes to ensure that he is at all times contactable at the relevant number.

13. Protective Clothing(PPE)

Only when required for duties, protective clothing will be supplied to the Service Provider free of charge by PSI Projects and will remain the property of PSI Projects.

In the case of Conductors, no PPE (including masks) or sanitisers will be supplied, even if use of these as per government recommendation and regulation is prescriptive.

14. Termination

14.1 This Service Contract will automatically terminate on 30 November 2021. Such termination shall not be construed by the Service Provider as a retrenchment.

14.2 Notwithstanding this, PSI Projects shall have the right to terminate the contract for any reason set out in clause 2(b) above, or any reason acceptable in law, including the Company's operational limitations or requirements.

14.3 If either party wishes to terminate this Service Contract prior to the termination date, that party shall give the other party not less than

14.3.1. one (1) week's written notice if the Service Provider has been employed for less than six (6) months;

14.3.2. two (2) weeks' written notice if the Service Provider has been employed for more than six (6) months

14.4 Breach of contract may be discussed in a hearing due to, but will not be limited to, any serious acts of misconduct or policy breach. In such instances the Contracted Service may be terminated with immediate effect.

14.5 The Service Provider hereby consents to the deduction and/or set-off of any monies owed by the Service Provider to the PSI Projects, from any money owed to the Service Provider by the PSI Projects, at the termination of contract. This includes any advance payments or equipment or material issued as part of work kit/tools/requirements, that may be damaged (beyond usual wear and tear) or have gone missing during the time it was issued.

15. Non-variation

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No alteration of this agreement shall be of any force of effect unless

reduced to writing and signed by the party's or their duly authorized representatives.

16. Notices and domicilia

16.1 The parties choose as their *domicilium citandi et executandi* their respective addresses set out in this clause for all purpose arising out of or in connection with this agreement at which addresses all the processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties.

16.2 For the purpose of this agreement the parties' respective addresses shall be: -

16.2.1. As regards PSI Projects:
**Klein Vondeling Farm,
Voor Paardeberg Rd,
Windmeul,
Paarl
7630**

16.2.2. As regards the Service Provider at his address:

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16.3 Any notice given in terms of this agreement shall be in writing and shall:

16.3.1. If delivered by hand, be deemed to have been duly received by the addressee on the date of delivery;

16.3.2. If posted by prepaid registered post, be deemed to have been received by the addressee on the 4th business day (excluding a Saturday, Sunday or Public Holiday) following the date of such posting;

16.3.3. If sent via SMS/Whats App, be deemed to have received by the addressee 1 business day (excluding a Saturday, Sunday or public holiday) after dispatch

16.3.4. If transmitted by e-mail or facsimile, be deemed to have been received by the addressee 1 business day (excluding a Saturday, Sunday or public holiday) after dispatch.

16.3.5. Notwithstanding anything to the contrary contained in this agreement, a written or other communication actually received by one of the parties from another including by way of SMS or registered post shall be adequate written notice or communication to such party.

Signed at _____ by the Service Provider, he/she acknowledging having read all the terms and conditions contained in this agreement, fully understanding and accepting same and undertaking to carry out all the terms and conditions as contained in this agreement to the best of his/her ability on this _____ DAY of ____August____2021

SERVICE PROVIDER

WITNESS

DATED AT _____ ON THIS _____ DAY OF ____August____2021

PSI PROJECTS'S REPRESENTATIVE

WITNESS

NB: All pages to be initialled by all parties

DATED AT ____Paarl_____ ON THIS ____17th____ DAY OF ____August____2021

APPENDIX A:

This work will involve training choir and their conductors as described, for about 1 hour per week per school. A prescribed timesheet must be provided monthly, as well as an invoice and teacher register for each month. These to be done promptly after the 19th day of the month.

A PDP Licence will be mandatory for you to use a PSI Projects bakkie in the Berg area. A medical, police clearance and application fee for the PDP will be required, which you may provide as your first invoice. A police clearance is also required for the work you do with children, so please provide proof that this is in process. Your own vehicle you will be using to commute to the schools, for security purposes, will be a white Toyota single cab bakkie Reg NN82583. Please advise if this changes. The PSI Vehicle you will be using as and when required for work purposes only, will be a White Nissan Hardbody Double Cab 4X4 NP300 2.4i Hi Rider bakkie with towbar. A maximum of 80 km in any single week will be permitted (and is to include any driving required for refuelling) at cost to the Legacy Project. If more than 80km is travelled in this vehicle in any single week, KM's will be deducted from your monthly invoice at rate of R5 /km. A PSI vehicle policy is to be signed prior to using the bakkie, and tagging in using your personal tag device (to be issued by Precious Matongo at Kwethu Children's Village) when using the bakkie, is mandatory. Please return the tag at the end of this contract.

Please diarise 9-12 am on Saturday 7 August, 4 Sept and 16 October 2021 to attend the Child Safety Policy Workshops at Fordoun, Michaelhouse or alternate venues, as communicated in the week before each workshop.

Please print out and use the Teacher register each week. The teachers must sign that they attended the choir rehearsal with you. Your focus is to not just teach the choir, but to engage and empower the teacher/s in charge of choir to take choir rehearsals and to conduct.

You will be training choirs and conductors at 4 schools:

Please arrange with Judith Hawthorne to contact the Principals in the 2 Draycott schools (New Canaan: Mr I Dlangalala 0834141425 & Bekhezulu: Mr N Khanyile 0723373163) to set up a time to visit them. If any problem, please contact Fezile at 0790438255.

The contact at Emadolabheni is Lucia: 0785839566 (Gr 7 teacher). You can whatsapp her to arrange a suitable time to visit them. We're hoping to have you take Meadowsweet ...the contact there is Mr Zama Mazibuko and Cell number 0798772282. Gill Green 0824475168 will assist with communication at these 2 schools, after she has been there with you and Judith on Friday 30 July to make further arrangements.

The date of the Siyacula Festival at Drakensberg Boys Choir School is Thursday 28 October (9am-5pm) Please be there for the full day 8am-5pm. You will work closely with your choirs on the day (although for this year, the 2 new Draycott school choirs will not attend, just the staff. Please ensure you invite them to this and inform them of the date)

APPENDIX B:

CHILDREN

<u>NAME</u>	<u>ADDRESS</u>	<u>Date of Birth</u>	<u>GRADE</u>
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Leave will be requested for the death of one of the following: spouse or life partner, parents, adoptive parents, grandparents, children, adopted children, grand children and siblings. The names listed here below are such persons:

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