



TERMS AND CONDITIONS OF EMPLOYMENT FOR INDEPENDENT CONTRACTORS Thane Engineering Support Services CC 2005/060516/23 (TESS)

Introduction

1. Independent Contractors are not employees of TESS.
2. TESS will however deduct PAYE from invoices where the Independent Contractor does not supply an affidavit as required by SARS.
3. TESS does not pay UIF or Workmen's Compensation for your staff members.
4. Independent Contractors must make their own arrangements in terms of payment of UIF, COIDA, medical, insurance and any other fees and levies.
5. Independent Contractors must ensure that they comply with the Building Industry Bargaining Council (Cape of Good Hope) ("BIBC") Collective Agreement ,
6. Independent Contractors must comply with the Basic Conditions of Employment Act, 75 of 1997 (BCEA).

Relationship with client

7. All clients to whom Independent Contractors are introduced are clients of TESS.
8. Independent Contractors may not deal directly with clients of TESS.
9. If Independent Contractors engage the client in discussion without representation from TESS, this will be regarded as an irredeemable breakdown in the business relationship between TESS and the Independent Contractor.
10. Where there is an irredeemable breakdown in the business relationship between TESS and the Independent Contractor, the current contract will be immediately cancelled and the Independent Contractor will forfeit any outstanding monies.
11. Where a contract is cancelled, TESS will immediately embark on legal action to enforce the forfeiture of outstanding monies and the payment of punitive damages by the Independent Contractor to TESS.

Quotations

12. All work to be done must be quoted for in writing. No quote – no work!
13. Quotations must include full details of the job to be done. You must include everything that you will do on the job and also the level of quality to which you will work.
14. Quotation must include an accurate assessment of the materials required. If you are unable to assess the materials, then your quotation must specifically say that you quote for labour only.
15. If you quote for materials and you run out of materials while on site, you will be required to purchase additional materials at your own cost.
16. The quotation must include the number of workers that will be required and the cost of labour. If you will need specific labour but you will not supply that labour then you must supply TESS with the details of your requirement.
17. You must specify the equipment that you will supply and the equipment that you will need but that you will not supply.
18. The quotation must include the start date and the finish date. The Independent Contractor must supply a [work plan](#) for the job which shows what will be finished and by what date it will be finished. No work plan, no money! Quotation must include the [payment plan](#). You must detail how much you want and at what stage you want it. Your payment plan must link up with your work plan. You will not be paid if the work you have specified is not done.
19. If you ask for a deposit before you commence work, you must provide details of what the deposit will cover.
20. Deposits are to cover purchase of materials. There will be no deposits paid to cover labour costs.

Purchase Orders

21. You must have a signed TESS Purchase Order before you commence work. This is your contract.
22. The Purchase Order will include all the work that you will do and details of the materials that will be supplied by TESS.
23. Independent Contractors must ensure that they agree with the Purchase Order.
24. Once a Purchase Order is accepted by an Independent Contractor, the Independent Contractor will be required to abide by the conditions of the Purchase Order. This is a contract and if the contract is broken TESS will take legal action.
25. If the Independent Contractor does not deliver according to the Purchase Order, there will be no payment until the work is done in accordance with the Purchase Order.

Quality of Workmanship

26. Independent Contractors will not be paid if the quality delivered is poor.
27. TESS will decide if the quality of workmanship is acceptable or if the work must be redone.
28. Where there is a dispute over quality of workmanship, money will not be paid until the dispute is resolved.
29. Independent Contractors must refer to the Quality Standards detailed in the Purchase Order. This is the only standard against which the work delivered will be measured.
30. Independent Contractors do not dictate the standard of work to be delivered.





Invoices

31. On completion of work, Independent Contractors must present an invoice detailing the work done.
32. The invoice must refer to the Purchase Order or contract which authorises the work.
33. Payments will only be made against completed work and completed invoices.
34. Invoices detailing incomplete work will not be paid. Independent Contractors are advised to ensure that the invoice details are correct so as to avoid delayed payments.
35. No invoice – no payment!

Payment of invoices

36. Independent Contractors must have a bank account into which money can be transferred electronically. Cash will be available in your bank account after two days.
37. Independent Contractors must present invoices in sufficient time to ensure that the amounts required can be deposited in time to meet obligations.
38. Payment of invoices will never be made in cash.
39. Payment of invoices will not be made at regular intervals unless specified in the quotation and agreed to in the Purchase Order.

Occupational Health and Safety Act

40. Independent Contractors must ensure that their workers are equipped with the appropriate Personal Protection Equipment (PPE). This includes goggles, gloves, overalls, hard hats and safety shoes. Contracting personnel will not be allowed on site unless they are properly dressed.
41. Independent Contractors must make their own arrangements with respect to the wellbeing of their staff.
42. It is a legal requirement that Independent Contractors are registered with the Compensation Commissioner.
43. Independent Contractors are advised to make provision for Personal Protective equipment (PPE) in their quotations.

Working hours

44. There are no prescribed working hours because Independent Contractors are not employees of TESS.
45. Hours that may be worked on a site are however dependent on the site conditions and rulings from the BIBC.
46. Where a site has specific conditions, then the site conditions will rule.
47. Normal site working hours are from 8am to 5pm with a lunch break from 1pm to 2pm.
48. TESS does not work on Public Holidays and does not pay Independent Contractors for Public Holidays.
49. Where contract work is required on weekends or public holidays, specific quotations will be requested.

Tools and equipment

50. Independent Contractors are required to provide their own tools and equipment.
51. TESS will not supply trade specific equipment to Independent Contractors.
52. TESS will hire specialist equipment that is detailed in quotations.
53. Independent Contractors that arrive at a site without the necessary tools will be asked to leave the site immediately.
54. No tools – no work!

Other

55. Independent Contractors may not make use of the client's property while on site. Anyone found using the client's property will be asked to leave the site immediately. There are no warnings.
56. Any damages to the client's property, whether by accident or negligence, will be charged to the Independent Contractor's account. The assessment of the value of the damage will be made by the Management of TESS and deducted from the final payment.
57. In terms of the National Credit Act, the company does not have facilities to grant loans to Independent Contractors or their staff.
58. There are no advance payments of wages made to Independent Contractors or their employees.
59. Independent Contractors must adhere to all current and relevant labour legislation.

Salvage

60. Independent Contractors have no right of salvage on any TESS site.
61. Where salvageable material is removed from a site without permission, a charge of theft will be laid with the police.
62. In this regard, Independent Contractors may not enter into discussions with the clients of TESS.
63. Independent Contractors negotiating salvage with the client will have their contracts terminated immediately.

