

**ARABESQUE RESTURANT AND REVUE BAR cc**  
(Main Contractor - Hereafter Referred to As the “Company”)

and

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(Independent Contractor - Hereinafter Referred to As The “Contractor”)

DETAILS OF CONTRACTOR

NAME:

DOMICILE:

TEL NO:

POSTAL ADDRESS

**1 INTERPRETATION**

In this contract, unless the context indicates otherwise:

- 1.1 The singular shall import and include the plural and vice versa;
- 1.2 words referring to any gender shall include the other genders;
- 1.3 references to natural personal shall include the bodies corporate;
- 1.4 the headnotes to this agreement are used for the sake of convenience only and shall not govern the interpretation hereof.

**2 THE CONTRACTOR**

- 2.1 The Contractor is an individual who takes part in exotic dance performances. The Contractor warrants that she will have a minimum of 12 months experience in stage show performances or shall have a certificate for completing a minimum of 6 month trading courses in modern/cabaret dancing.
- 2.2 This agreement is subject to the Company being able to obtain a South African work permit, either in terms of Section 19 or 21 of The Immigration Act, 13 of 2002, as amended, which will enable the Contractor to perform the required service as per the agreement. The Contractor undertakes to do everything in concert without resistance and

delay and immediately as instructed by the Company or its duly authorised agent in order to obtain such permits.

- 2.3 The Contractor works exclusively with the Company for the period of ..... months and cannot accept employment contracts, or undertake any other activities offered by any other party, any other agencies, companies or individuals, other than the Company for the period of this present contract. Should the Contractor fail to adhere to the above, she may be liable to disciplinary action which may include the refund of all expenses incurred by the Company on her behalf, including international flight costs incurred by the Company. The company will report to Dept. of Home Affairs to have the visa cancelled immediately.
- 2.4 The Contractor shall be called upon to perform promotional functions as and when required. The Contractor may not without good reason therefore refuse to perform and should strictly fulfil all her duties as per this agreement as well as obey all the rules and regulations of the Company and the laws of the Republic of South Africa. Should the Contractor breach this duty, she will be liable to disciplinary action.
- 2.5 The Contractor agrees to pay the Company a fixed weekly fee. The fee shall be **R1100.00**, and may be adjusted subject to written notification to the Contractor at least one month prior to the adjustment.
- 2.6 The Contractor agrees to timely pay the fee during the entire period of the contract, as well as subsequent renewals thereof. The Contractor agrees that the fee is payable on a weekly basis.
- 2.7 The Contractor agrees to pay her overseas agency there commission. This amount **R 1000.00** will be collected either by the club or the clubs representative and transferred to the relevant agency.

### 3 THE COMPANY

- 3.1 The Company has exclusive rights under this contract to provide employment as an Exotic Dancer to the Dancer at the specified venue.
- 3.2 The Company will provide the Contractor shared accommodation for the full employment duration, for which rental will be payable by the Contractor. The sum is **R650.00** per week in advance. The contractor will occupy the accommodation and may not leave without written approval from the company.
- 3.3 The Company may assist the Contractor with all travel reservations, airfares. These costs will be paid to the Company and shall be repaid by

the Contractor to the Company no less than 2 months prior to the expiry of this contract. The company will collect the contractor from the airport at no charge to the contractor

3.4 The Company will provide the Contractor with full information about the visa application process and the necessary forms.

3.5 The company will arrange secure transport to and from the venue at a cost of **R200.00** per week which is payable by the contractor

#### 4 **TERMINATION OF AGREEMENT**

4.1 The Contractor may not enter into any similar contracts with any other party in South Africa whilst employed with the Company. Should the Contractor enter into a similar contract to this one without first departing South Africa or changing her status in South Africa, the Contractor will be subject to possible criminal prosecution and deportation on the basis that the conditions of the Contractor's visa will have been abrogated and in contravention of the conditions of the permit.

#### 5 **ENTIRE AGREEMENT**

5.1 This agreement and the other agreements expressly referred to herein constitute the entire understanding and agreement of the parties hereto regarding the subject matter thereof and signed by all the parties hereto. The dancer fully understands her legal obligations under this agreement and warrants that she has not been placed under any duress to enter into this agreement.

5.2 In case of dispute between the parties, they will attempt to resolve the problem, if not Southern Africa Civil law will be applied in the relevant court in South Africa.

#### 6 **APPLICABLE LAW**

6.1 This agreement shall be governed and construed in accordance with the laws of the public of South Africa.

6.2 The Contractor undertakes to abide by the South African Immigration Laws as prescribed in the Immigration Act, Act No 13 of 2002, as amended. Should the Contractor fail to comply by these laws, the Employer is legally bound to inform the Department of Home Affairs as

well as the South African Embassy where the permit was issued. The Employer therefore reserves the right to give a copy of the passport to the relevant Department as well as the South African Police Services should the contractor leave the employment without mutual agreement or before the completion of the contract period without obtaining a letter of release from the Employer. The relevant Departments will handle the detention and repatriation of the Contractor.

## 7 **TERMS AND VALIDITY OF CONTRACT**

- 7.1 This agreement is executed in English. Both parties declare that they fully understand all written above. The parties agree the contract is valid in any country in the world.