

ANNEXURE C

(Clause 11.1 & 11.5 of the MAIN Collective Agreement)

H C S B C

(Registered under the Labour Relations Act, No. 66 of 1995)



(semi national)

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COMMISSION AGREEMENT

Commission Agreement between:

_____ ("the Employer")

_____ ("the Employee")

1. Date of commencement of employment : _____
2. **Rate of Commission on Services (Personal Services Commission [PSC])**
 - 2.1 Rate of Personal Services Commission: 40% (per cent)
*(Note: A higher rate of Personal Services Commission may be paid
If that is the case specify the higher rate here : _____ % (per cent))*
 - 2.2 The Employee shall be entitled to monthly **Personal Services Commission** at the rate set out above on his or her gross takings. ***(If the establishment has registered for VAT, VAT must be deducted from the gross takings).***
 - 2.3 For the purposes of this Commission Agreement "takings" does not include sales of hairdressing products.
 - 2.4 From the gross takings of the Employee in this clause, the Employer may NOT deduct the cost of any products used by the Employee in rendering hairdressing and cosmetology services to clients.

3. Rate of Commission on Product Sales (Retail Commission)

3.1 Rate of Retail Commission : **5% (per cent)**

*(Note: A higher rate of Retail Commission may be paid.
If that is the case specify the higher rate here : _____ % (per cent)*

3.2 In respect of the sale of hairdressing products the Employee shall be entitled to monthly commission on total sales made by him or her at the rate specified above. **(If the establishment has registered for VAT, VAT must be deducted from the product sales)**. The said sales shall be calculated at retail selling price less VAT calculated in accordance with the following formula:

$$a \quad \times \quad \frac{b}{(b + 100)}$$

where:

- (a) = retail selling price including VAT; and
- (b) = rate of VAT

4. Date in the month on which Commission is payable : _____

5. Agreed number of days notice of cancellation : _____

Signed at _____ on this ____ day of _____ 20__

("the Employer")

("the Employee")

AS WITNESSES:

1. _____

2. _____

NOTE : The period in (5) above may not be less than six days