



MASTER TRANSVERSAL AGREEMENT

FOR

**APPOINTMENT OF A SERVICE PROVIDER/S FOR PROVISION OF REFLECTIVE
MARKING OF SOUTH AFRICAN POLICE SERVICE (SAPS) VEHICLES FOR THE STATE**

ENTERED INTO
BY AND BETWEEN

THE DEPARTMENT OF NATIONAL TREASURY

(Hereinafter referred to as "the Customer")

Duly represented herein by **Mr. Molefe-Isaac Fani**

In her capacity as **Acting Chief Procurement Officer** of the Department of National
Treasury

Duly authorised thereto to sign this Agreement

AND

Company Name: _____

Company Registration Number: _____

(Hereinafter referred to as "Service Provider")

Duly represented herein by

in his/her capacity as _____

Duly authorised thereto to sign this Agreement



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LIST OF ANNEXURES

A	Participation Agreement Template
B	Service Request Template
C	Contract Circular
D	Quarterly Report Template
E	Price Adjustment and Formula



RECORDAL

- (A) The Customer after having identified the need to effectively and efficiently procure the provision of reflective marking of vehicles services issued a Request for Proposals (“**RFP**”) for the Government of the Republic of South Africa under bid number RT47-2022;
- (B) The Service Provider responded to the RFP and has accordingly been appointed by the Customer to transport cargo and furniture relocation services to all Participants.
- (C) The Service Provider and the Customer enter into this Agreement in order to give effect to such appointment, and to enable the Participants to procure from the Service Providers in accordance with the terms and conditions set out in this Agreement.



1. DEFINITIONS AND INTERPRETATION

The headings of the clauses in this Master Transversal Agreement (MTA) “Agreement” are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears.

1.1 words introducing –

1.1.1 any one gender include the other gender;

1.1.2 the singular include the plural and vice versa; and

1.1.3 natural persons include created entities (incorporated or unincorporated) and the State and vice versa.

1.2 the following terms shall have the meanings assigned to them hereunder and similar expressions shall have corresponding meanings, namely –

Agreement	means this Master Transversal Agreement and all its Annexures;
Business Days	means days on which business is generally conducted between the hours of 08:00 and 16:30 excluding Saturdays, Sundays and official public holidays;
Contract Circular	means the Circular attached to the Agreement outlining all awarded bidders as issued under RT47-2022
Commencement Date	means 01 March 2022, notwithstanding of date of signature hereof;
Contract Documents	means this Agreement, Bid Documents, SCC, Bidders Proposal and Appointment Letter issued under RT47-2022;
Customer	means the Department of National Treasury as established in terms of section 5 of the Public Finance Management Act, 1999 (Act 1. of 1999) (PFMA)
Force Majeure	means a situation resulting from an act of God, fire, explosion, earthquake, or other adverse weather conditions, war, revolution, or other civil strife, riot, strikes, or any circumstances of like or different nature beyond the reasonable control of the Party so failing;
Month	means a calendar month;
Participation Agreement	means an Agreement in terms of the provisions of this Agreement entered into between the Service Provider and a Participant who has obtained consent from the Customer to participate on the Master Transversal Agreement;
Participant	means any State institution participating on this Agreement and having received consent from the



	Customer to participate in this contract and having concluded a Participation Agreement with a Service Provider(s);
Parties	means the Department of National Treasury and the Service Provider collectively;
RT47-2022	means the Transversal Contract for the Appointment of a service provider/s for provision of reflective marking of South African Police Service (SAPS) vehicles for the State as issued by the Customer;
Service Provider	
Service Request	means the request for service by means of an order(s) issued by the Participant and accepted by the Service Provider in terms of a Participation Agreement outlining the goods and/or Services to be rendered by the Service Provider;

- 1.3 any reference in this Agreement to "date of signature" hereof shall be read as meaning a reference to the date of the last signature of this Agreement;
- 1.4 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 1.5 when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 1.6 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.7 expressions defined in this Agreement shall bear the same meanings in Annexures to this Agreement which do not themselves contain their own definitions;
- 1.8 where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause;
- 1.9 the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provided that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 1.10 the rule of construction that the Agreement shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply;



- 1.11 reference to a statute or its provision includes such statute or provision as might be amended from time to time, and any statute or provision which amends, extends, consolidates or replaces the same, and shall also include any orders, regulations, instruments or other subordinate legislation made under the relevant statute; and
- 1.12 unless the context otherwise indicates, the Parties shall interpret any provision of this Agreement objectively.

2. STRUCTURE

- 2.1 In the event of any conflict between the provisions of this Agreement the following shall be the order of precedence (highest level of precedence first):
- 2.2 Regarding goods and services related matters;
 - 2.2.1 Service Request;
 - 2.2.2 Participation Agreement;
 - 2.2.3 Master Transversal Agreement; and
 - 2.2.4 Bid documents.
- 2.3 Regarding all other matters;
 - 2.3.1 Master Transversal Agreement;
 - 2.3.2 Participation Agreement;
 - 2.3.3 Service Request;
 - 2.3.4 Bid documents.

3. CONTRACT DURATION

3.1 This Agreement

- 3.1.1 Notwithstanding the date of signature, this Agreement shall commence on 01 March 2022 and shall endure for an of period 36 (thirty-six) months terminating on 28 February 2025 unless terminated on an earlier date in accordance with the provisions of this Agreement.



- 3.1.2 This Agreement may be extended to a further period as determined by the Parties by mutual agreement. Such an extension shall be in writing and signed off by the Parties as per the provisions of this Agreement.

3.2 Participation Agreement

- 3.2.1 Notwithstanding the date of signature, a Participation Agreement shall commence on the commencement date of this Agreement and shall endure for a period of 36 (thirty-six) months or until expiry of this Agreement unless this Agreement is extended for a further period or terminated on an earlier date in accordance with the provision of this Agreement, in the latter event, the Participation Agreement shall automatically lapse.
- 3.2.2 A Participation Agreement may be concluded at any time during the existence of this Agreement however, none may be in concluded, be force nor effective for any period beyond the expiry or termination of this Agreement.
- 3.2.3 A Participation Agreement that is not concluded in terms of the provisions of this Agreement shall not form part of this Agreement.
- 3.2.4 Nothing in this Agreement or in the Participation Agreement shall prevent the Participants from entering into a separate Participation Agreement with another Service Provider/s appointed by the Customer under RT47-2022 nor shall anything prevent a Service Provider from concluding a Participation Agreement with other Participants.

3.3 Service Request

- 3.3.1 All requests for Services or purchase orders shall be made in terms of an official order issued by a Participant and all orders for goods and/or Services shall be issued with and in terms of a Service Request which shall commence on the date of signature or the date as agreed to in the Service Request. All Service Requests shall be in terms of the provisions of this Agreement and shall comply with the minimum terms and conditions as set out of this Agreement.
- 3.3.2 The Service Provider acknowledges that the Services shall be requested on an “as and when” basis as required by the Participant during the contract period.
- 3.3.3 The Service Provider shall adhere to all instructions from the Participant appearing on the Service Request regarding the delivery of services and submission of invoice and under no circumstances shall the Service Provider deviate from the requirements of the Service Request as issued by the Participant without the Participant’s written consent.
- 3.3.4 The Participant is under no obligation to accept any services which are different or in excess of the ordered services or of a lesser quality.
- 3.3.5 All Service Requests shall be attached to the Participation Agreement as Annexures.



4. SERVICES

- 4.1 The Service Provider shall provide the Services to the Participant on an *ad hoc* basis, as and when required by the Participant by means of a Service Request. The Customer and the Participant do not guarantee the amount of work that the Service Provider will receive during the term of this Agreement and as such the Service Provider shall under no circumstances have a claim of whatever nature for lack of Service Requests or work not issued to it.
- 4.2 The Service Provider represents that it has and warrants that throughout the duration of this Agreement, it shall have the required resources (assets, equipment and suitably qualified personnel) necessary to perform the Services in a diligent manner and in accordance with the highest professional standards.

5. RESPONSIBILITIES OF THE SERVICE PROVIDER

- 5.1 The Service Provider shall provide to the Participant the Goods and/or Services in the manner set out in the Contract Circular.
- 5.2 The Service Provider undertakes to conclude a Participation Agreement with a Participant prior to rendering Services in terms of this Agreement.
- 5.3 The Service Provider undertakes to make available such resource(s) as required to perform the Services in terms of the provisions of this Agreement and in particular as indicated in the Contract Circular as well as the Service Request.
- 5.4 The Service Provider undertakes to provide the Goods and Services in the quality, standards and specifications agreed to by the Parties, under the terms and conditions set out in this Agreement, in particular the Special Conditions of Contracts and published Contract Circular.

5.5 Delivery Adherence

- 5.5.1 Delivery of goods must be made in accordance with the instructions appearing on the official Service Request as issued by the Participant.
- 5.5.2 All deliveries or dispatches must be accompanied by a delivery note stating the official delivery details as they appeared on the Service Request.

6. RESPONSIBILITY OF THE PARTICIPANT

- 6.1 The Participant shall co-operate and assist the Service Provider in performing its obligations in terms of this Agreement;
- 6.2 The Participant shall ensure that it signs the Participation Agreement before issuing a Service Request and that all Service Requests issued are signed off by both Parties.



- 6.3 The Participant shall monitor and review the Service Provider's performance in terms of this Agreement as well as the Service Request.

7. FEES AND PAYMENTS

- 7.1 The Participant shall pay the Service Provider for all Services requested in line with a Service Request and the provisions this Agreement. The Service Provider acknowledges that the cost of the Services as per this Agreement in particular the Contract Circular, is inclusive of all applicable taxes as well as the applicable administrative costs and the Participant shall not be liable for any further amount.
- 7.2 All payments shall be based on an invoice issued by the Service Provider and approved by the Participant in line with the relevant Service Request.
- 7.3 Participants shall pay all undisputed invoices within 30 (thirty) days after the Participants receives and approves such invoice.
- 7.4 Notwithstanding the aforesaid, in the event that the Participant wishes to dispute an invoice, the Participant shall be obliged to do so within 21 (twenty-one) days of receipt of the said invoice, failing which the Participant shall be deemed to have accepted the amount owing in respect of such invoice.
- 7.5 All disputed invoices shall be dealt with in terms of the Dispute Resolution clause of this Agreement.
- 7.6. **Contract Price Adjustments**
- 7.6.1 The prices in terms of this Agreement shall be subject to an annual price adjustment at the anniversary of this Agreement. The Service Provider shall submit an application for such an adjustment to Customer a month before the effective date of the proposed new adjusted price.
- 7.6.2 All applications for price adjustment shall be made in the manner and form prescribed in Annexure E of this Agreement and shall be accompanied by all necessary documentation.
- 7.6.3 No price adjustment may be effected unless and until prior authorisation has been obtained from National Treasury.
- 7.6.4 National Treasury reverses the right to approve or not approve a Service providers application for price adjustment and where it does not approve, National Treasury must negotiate with the service before making its decision final.

8. DELAYS, UNSATISFACTORY PERFORMANCE OR FORCE MAJEURE

- 8.1 The Service Provider shall, at all times, ensure that it supplies the Services with the specifications set out in the Service Request as well as the Contract Circular and shall ensure that the Services rendered within the timelines agreed to between the Parties as set out in the Service Request.



- 8.2 In the event of any delay and/or failure to perform in accordance with specifications as set out in this Agreement and/or where the Participant deems it necessary to obtain the Services not readily available from selected Service Provider, the Participant reserves the right to procure such Services from another Service Provider within this Agreement. The Participant must however be able to demonstrate and prove that it has allowed the Service Provider the time to deliver in line with the delivery timelines as provided for in the Contract Circular before selecting another Service Provider.
- 8.3 If at any time during the rendering of Services the Service Provider, its agents or subcontractor(s), encounter conditions impeding specific and/or timely delivery of Services, the Service Provider shall promptly notify the Participant in writing of that fact, the likely duration and/or its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Participant shall evaluate the situation and may, at its discretion, extend the Service Provider's delivery timelines for delivery of the Services, in which case the extension shall be ratified by the Parties by amendment of the Service Request in writing.
- 8.4 Notwithstanding the aforesaid, where the reason for the delay is due to any act or omission on the part of the Participant or anyone under their control, the Service Provider's non-performance shall be excused and the Service Provider's performance shall be extended on a reasonable basis in proportion to the prejudice caused by the delay and Service Provider may charge for any additional costs incurred in order to render the Services.
- 8.5 Any delivery of Goods and Service rendered by the Service Provider that differs materially from the specifications set out in the published Contract Circular, shall not be regarded as a delivery and/or service in terms of this Agreement and the Participant, having so indicated to the Service Provider in writing, shall not be liable for any consideration in relation to such delivery and/or service.
- 8.6 Delay or failure to comply with, or breach of any of the terms and conditions of, this Agreement, if occasioned by force majeure, will not be deemed to be a breach of this Agreement, nor will it subject either Party to any liability to the other. The Party plagued by force majeure shall inform the other Party in writing and the Party concerned shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.
- 8.7 Should either party be prevented from carrying out its contractual obligations as a result of a force majeure event lasting for a continuous period of 30 (thirty) calendar days, or such period as may be agreed to between the parties, either party shall be entitled, after due consultation with the other party in an effort to come to a mutually acceptable arrangement, to terminate either the affected part of the Services or the entire Agreement (where it is not feasible to maintain the Agreement), on written notice to the other party, without incurring liability. Notwithstanding the above, the Customer and Participant shall reserve the right to terminate a Participation Agreement or this Agreement should the force majeure persist beyond 30 (thirty) days or any other period so agreed.



9. AMENDMENT

- 9.1 The Parties may at any time during the subsistence of this Agreement amend any provision herein, including any annexure attached hereto or referred to as published with the Contract Circular, and no such amendment shall be of any force and effect unless agreed and reduced into writing by the Parties.
- 9.2 This Agreement constitutes the whole Agreement between the Parties relating to the subject matter hereof.
- 9.3 No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any Agreement, or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given;
- 9.4 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement;
- 9.5 To the extent permissible by law no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the Agreement and/or whether it was negligent or not.

10. BREACH

- 10.1 Either Party shall be in breach of this Agreement if it fails to comply with any of its obligations in terms of this Agreement and having been given 30 (thirty) calendar day's written notice to remedy such non-compliance.
- 10.2 The Service Provider shall be in breach of this Agreement if it fails to render the Services as set out in this Agreement.
- 10.3 The Service Provider shall be in breach of this Agreement if it—
- 10.3.1 fails to comply with the prescribed licensing requirements, and/or if it fails to comply with any applicable legislation in relation to the Goods and/or Services; or



- 10.3.2 becomes bankrupt or otherwise insolvent, provided that this will not affect any right of action or remedy which has accrued or will accrue thereafter to the Customer; or
- 10.3.3 compromises or makes an assignment for the benefit of, or attempts to compromise or make such assignment with, its creditors; or
- 10.3.4 without the prior written consent of the Customer, undergoes a change in shareholding or member's interest so that a new person owns the majority of its voting share capital or members interest.
- 10.4 Either Party shall, in any instance of breach, be entitled, in addition and without prejudice to any other right it may have in law pursuant to this Agreement, to either enforce specific performance or terminate the Agreement and/or claim damages.
- 10.5 In the event of the Service Provider being in material breach of a Participation Agreement and failing to remedy such breach, for the period that the Service Provider remains in breach, the Participant may claim against the Service Provider for any losses subject to the terms of this Agreement suffered during the period of such breach, provided that nothing in the Participation Agreement shall entitle the Participant to withhold payment in terms of the fees payable, given that the rights to the fees payable may be ceded and/or discounted to a financial institution.

11. TERMINATION

- 11.1 This Agreement will terminate under the following circumstances:
 - 11.1.1 At expiry of the Agreement in terms of clause 3.1.1 above; or
 - 11.1.2 Where a Party fails to perform on its obligation(s) and/or breaches a material term of the Agreement.
- 11.2 In the instance where a Party in breach fails to remedy a breach as contemplated in clause 10 above, the innocent Party may terminate the Agreement by giving 30 (thirty) calendar days' written notice of termination of this Agreement and may claim damages suffered as a result of the breach and/or specific performance without prejudicing any of its rights in law.
- 11.3 The Parties hereby agree that this Agreement shall be terminated with immediate effect by written notice in the event that the Customer is of the opinion that serving of the notice period may be detrimental to its security in any manner as an institution.
- 11.4 The Participant will settle all undisputed outstanding invoices of the Service Provider within 30 (thirty) working days of the date of termination of Agreement.
- 11.5 Where the Service Provider fails to perform on its material obligation(s) and/or breaches a material term of the Participation Agreement and/or a Service Request, the Participant shall provide the Service Provider with 30 (thirty) days written notice to



remedy the breach, failing which the Participant shall terminate the Participation Agreement and/ or the relevant Service Request on a 60 (sixty) days written notice.

- 11.6 Termination shall be without prejudice to any right or remedy available to either Party, including claiming damages suffered as a result of the breach and/or specific performance.

12. WARRANTY

- 12.1 The Service Provider warrants that it has the resources, ability, skill and experience appropriate to render service/s and to perform all functions related to the service.
- 12.2 The Service Provider warrants that it will comply with all laws, by-laws and regulations, and to obtain whatever permits and licenses that are necessary to fulfill its obligations in terms of this Agreement
- 12.3 The supply of Goods and/or Services shall be rendered in person by such authorized representative(s)/personnel of the Service Provider, who shall adhere to the terms of this Agreement.

13. CONFIDENTIALITY

- 13.1 Each Party undertakes to the other Party, for the duration of this Agreement and after termination thereof –
- 13.1.1 to keep confidential all information, whether written (including information contained in electronic format) or oral, concerning the business affairs of the other Party that it obtains or receives from the other Party or any third party, (“the Information”); this does not preclude a Service Provider from furnishing information to potential financial institutions to whom the Agreement may be ceded or from accessing and processing credit data;
- 13.1.2 not to, without the other Party’s prior written consent, which consent shall not be unreasonably withheld disclose the information in whole or in part to any person, save its employees, agents, contractors and/or consultants involved in the implementation of this Agreement, and who have a need to know; and
- 13.1.3 to use the Information solely in connection with the implementation of this Agreement and not for its own benefit or that of any third party.
- 13.2 The provisions of clause 12.1.1 shall not apply to all or any Information which is –
- 13.2.1 already known to the recipient without an obligation of confidence; or
- 13.2.2 publicly available without breach of this Agreement; or



13.2.3 required to be disclosed in response to a valid order of court or other governmental agency or if disclosure thereof is otherwise required by law.

13.3 The Service Provider undertakes to ensure that all its officials rendering and providing services in terms of this Agreement shall adhere to the Protection of Personal Information Act (PoPI), 2013 only to the extent that the Service Provider processes personal data while providing its Goods and/or performing its Services.

13.4 Notwithstanding the aforesaid, nothing in the Agreement shall be construed as precluding or limiting in any way the right of the Service Provider to provide the same or similar Goods and/or Services provided in terms of this Agreement to any person or entity as the Service Provider in its sole discretion deems appropriate. The Service Provider may employ, modify, disclose, and otherwise exploit the Service Provider's Intellectual Property (including, without limitation, providing Services or creating programming or materials for other clients or itself, Services which are competitive with deliverables provided to the Participant, irrespective of their similarity to such deliverables).

13.5 The Service Provider shall notify the Customer within a reasonable time of any activities or circumstances which give rise to, or could potentially give rise to, such conflict of interest, and to include in such notice a detailed plan to the satisfaction of the Customer on how the Service Provider will address such conflict.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 All rights, titles and interests in, and all intellectual property relating to, and products owned by, the Parties, their vendors or suppliers, and the software used to implement such products, shall at all times remain the property of such Parties, their vendors or suppliers.

14.2 The intellectual property rights in every work or any part thereof created by the Service Provider or any person performing work on behalf of the Service Provider in the execution of this Agreement shall vest in the Participant and such works or part thereof may only be reproduced or disclosed to another person with the written consent of the Client.

14.3 The Participant shall be entitled to use, free of charge, for its own purposes, all intellectual property products of the Service Provider that have been incorporated in the systems of the Participant.

15. INDEMNITY

15.1 The Service Provider hereby indemnifies, holds harmless and agrees to defend Customer/Participants and its officers, employees, agents and successors against all claims or losses arising from or in connection with, any of the following-

15.1.1 Third party claims attributable to any breach of the provisions of this Agreement by the Service Provider;



- 15.1.2 Third party claims attributable to theft, fraud or other unlawful activity or any negligent, willful or fraudulent conduct by the Service Provider or the Service Provider's personnel and claims attributable to errors and/or omissions committed by same;
- 15.1.3 Third party claims arising from or related to the death or bodily injury of any agent, employee, customer, business invitee, business visitor or other person caused by the delictual conduct of the Service Provider or the Service Provider's Personnel; or
- 15.1.4 Claims arising from damage to property owned or leased by Participant or belonging to a third party caused by the acts or omissions of the Service Provider or the Service Provider's Personnel.

16. DISPUTE RESOLUTION

- 16.1 If a dispute between the Parties arises out of or is related to this Agreement, the Parties shall meet and negotiate in good faith to attempt to resolve the dispute. If, after 20 (twenty) Business Days from the date upon which the dispute was declared by a Party by written notice, the dispute is not resolved the matter shall be determined in accordance with the provisions set out below.
- 16.2 Save in respect of those provisions of this Agreement which provide for their own remedies which would be incompatible with arbitration, or in the event of either Party instituting urgent action against the other in any court of competent jurisdiction, any dispute arising from or in connection with this Agreement shall be finally resolved by arbitration in accordance with the Rules of the Arbitration Foundation of Southern Africa or its successor, by an arbitrator or arbitrators appointed by the Arbitration Foundation.
- 16.3 This Clause 15 shall be severable from the rest of the provisions of this Agreement so that it shall operate and continue to operate notwithstanding any actual or alleged voidness, voidability, unenforceability, termination, cancellation, expiry, or accepted repudiation, of this Agreement.
- 16.4 Neither Party shall be entitled to withhold performance of any of their obligations in terms of this Agreement pending the settlement of, or decision in, any dispute arising between the Parties.

17. GENERAL TERMS AND CONDITIONS

17.1 Entire Agreement

This Agreement together with its Annexures constitutes the whole Agreement between the Parties and no term or condition relating to the subject-matter of this Agreement not incorporated in this Agreement shall be binding on any of the Parties. This Agreement supersedes all and any agreements between the Parties on the subject matter.



17.2 Governing Law

This Agreement will be governed by, and construed in accordance with, the laws of the Republic of South Africa (RSA) and all disputes, actions and other matters relating thereto will be determined in accordance with such laws.

17.3 Severability

Any term of this Agreement held to be invalid or unenforceable, shall be severable from this Agreement and becomes *pro non scripto*.

17.4 Survival

Notwithstanding termination of this Agreement, any clause which, from the context, contemplates on-going rights and obligations of the Parties, shall survive such termination and continue to be of full force and effect.

17.5 Indulgence

Any failure or delay by either Party in exercising any right or remedy will not constitute a waiver of such right or remedy.

17.6 Good Faith

Each Party to this Agreement agrees that it has negotiated and concluded this Agreement in good faith.

17.7 Jurisdiction

The only law governing the interpretation and application of this Agreement shall be the laws of Republic of South Africa, and the parties hereby accept the jurisdiction of a competent court in respect of all matters and or disputes arising from this Agreement.

17.8 Cession and Assignment

Neither Party shall assign any of its obligations in whole or in part in terms of this Agreement. Neither Party shall cede any of its rights under this Agreement in whole or in part, except with the other Party's prior written consent.

17.9 NOTICES AND DOMICILIUM

18.1 The Parties choose as their *domicilia citandi et executandi* for all notices, correspondence and all purposes pursuant to this Agreement the following addresses:

(a) For the Customer



Physical address	Postal Address
Corner 240 Madiba and Thabo Sehume Streets Pretoria CBD 0001	Private Bag X 116 Pretoria 0001

(b) For the Service Provider

Physical address	Postal Address

18.2 Any Party may change its *domicilium citandi et executandi* by means of a written notice to the other Party, provided that such *domicilium* shall be an address within the Republic of South Africa.

18.3 Any notice in terms of this Agreement shall either be:

18.3.1 Delivered by hand to the physical address indicated in clause 18.1 during normal business hours of the recipient; or

18.3.2 Sent by prepaid registered post to the postal address indicated in clause 18.1.

18.4 A notice in terms of this Agreement shall, unless the contrary is proven, be considered to be duly delivered:

18.4.1 On the date of delivery, if delivered by hand; or

18.4.2 Seven (7) business days after the date it was posted, if sent by prepaid registered post.

18.5 Notwithstanding anything to the contrary contained or implied in the Agreement, the written notice or communication actually received by either Party, through the Parties' designated representatives in terms of this Agreement, including by way of facsimile transmission or e-mail, shall be adequate written notice or communication to the Party concerned.



EXECUTION / SIGNATURES

IN WITNESS WHEREOF the Parties have executed this Agreement on the date of last signature herein under:

- **FOR THE CUSTOMER**

SIGNED AT _____ on this the _____ day of _____ 2021

Signature _____

Name _____ Designation _____
(Duly authorised thereto)

Witness:

1. _____
Name & Surname Signature

2. _____
Name & Surname Signature

- **FOR THE SERVICE PROVIDER**

SIGNED AT _____ on this the _____ day of _____ 2021

Signature _____

Name _____ Designation _____
(Duly authorised thereto)

Witness:

3. _____
Name & Surname Signature

4. _____
Name & Surname Signature