



Reseller number:

SHEQAssist

SERVICE AGREEMENT

This Agreement, effective upon its signing, is made by and between

IMPLEX LEGAL COMPLIANCE SOLUTIONS (PTY) LTD

2006/019381/07

(referred to in this Agreement as the Service Provider)

and

Client Name: _____

Company Registration Number: _____

(referred to in this Agreement as the Client)

1. Interpretation

1.1 In this agreement, unless the contrary is clearly indicated, the following words and/or phrases, when used in this Agreement, shall have the following meaning:

1.1.1 "Access" shall mean access to the advisors of the Service Provider's Call Centre per telephone or email;

1.1.2 "Initial Contract Period" shall be the period of 12 months from the date of signature of this agreement up to and including the date of the anniversary of this agreement;

1.1.3 "Joining and Administration Fee" shall mean the initial fee that grants the Client access to the service in terms of this agreement;

1.1.4 "Non-subscribed Access" shall mean access after the Subscribed Access has been reached and exhausted during a calendar month or, in the case where the Subscription Fees has been paid in advance for the whole Initial Contract Period, after 360 minutes of Access. Non-Subscription Fees are charged for access of this type;

1.1.5 "Non-Subscription Fees" shall mean the fees levied per time unit after the Subscribed Access has been exceeded.

1.1.6 "Service" or "SHEQAssist" shall mean the 24/7 Occupational Safety, Health, Environmental and Quality ("SHEQ") advisory and support service provided via telephone or email to the Client by the Service Provider and includes any support documentation furnished to the client, as well as any updated and revisions thereof;

2. Access to the Service

2.1 The Client is granted a personal, exclusive, non-transferable, fixed term and revocable access to the Service.

2.2 Under no circumstances may the Service be made available to other parties.

2.3 Additional work by the Service Provider will only be done on acceptance of a written proposal by the Client.

2.4 Any Non-subscribed Access to the Service must be authorised in writing by the Client's designated authorised person.

3. Payment

3.1 The Client agrees to pay the Service Provider or their agent, the following fees:

3.1.1 The Registration and Administration fee, as set out in the schedule at the end of this agreement, on signature hereof.

3.1.2 The Monthly Subscription Fees, the first of which is payable on signature hereof and thereafter in advance on / before the first day of each succeeding calendar month until expiry of the agreement.

3.1.3 The Monthly Subscription Fees may alternatively be paid in full in advance upon signature hereof as set out in the schedule hereto.

3.1.4 The Non-Subscription Fees shall be payable within 30 (thirty) days of dispatch of such invoice.

3.1.5 The Service Provider reserves the right to suspend the Client's right to Access if any agreed charges, are not paid on the due dates.

3.1.6 All fees noted in this Agreement exclude VAT which will be charged at the prevailing rates.

4. Limitation of Liability

4.1 The Service Provider does not accept liability and cannot warrant the appropriateness of

any advice provided as such advice is provided bona fide upon the facts and details as furnished by the Client to the Service Provider. To this end all calls to the call centre of the Service Provider shall be recorded for quality and duration and the Client herewith irrevocably consents thereto.

- 4.2 The Client hereby assumes full responsibility for the actions taken by itself whether it be on the advice of the Service Provider or not.
- 4.3 The Service Provider makes no other warranties or representations of any kind, express or implied, statutory or otherwise, arising out of usage or trade, course of dealing, cause of performance or arising out of this Agreement or any conduct of the parties to this Agreement.

5. Exclusion of Liability for Loss

In no event and under no circumstances shall the Service Provider be liable to the Client, or any other party, for any form of loss or damage of whatsoever kind in connection with, or arising out of this Agreement.

6. Duration and Termination

- 6.1 The Agreement will continue in force unless terminated in accordance with the provisions of this Agreement.
- 6.2 The Client may terminate this Agreement upon 30 (thirty) days written notice which notice shall be given on the first working day of a calendar month and which shall be accompanied by returning all copies of any support documentation. Notice of termination shall not be given before expiry of the Initial Contract Period.
- 6.3 Unless terminated in terms of clause 6.2, within 30 (thirty) days prior to the expiry of the Initial Contract Period, the Agreement shall remain in force.
- 6.4 The Service Provider has the right to revoke the Service if fees and charges are not paid in accordance with this Agreement.
- 6.5 In the event of either the Client or the Service Provider failing to comply with any obligations on due date thereof and remaining in breach for 14 (fourteen) days after delivery to them of a written notice by or on behalf of the other party; then the aggrieved party shall be entitled, without prejudice to any rights which they may have at law, at their choice.

7. Domicilia

- 7.1 The parties choose as their domicilia citandi et executandi, whether in respect of court process, notices or documents or communications of any nature, the following addresses:
- 7.2 Client: _____

- 7.3 Service Provider: Suite 212B, Lougardia Bld., Embankment Rd, Centurion, Gauteng
- 7.4 Communication required or permitted by this agreement shall be valid and effective only if in writing but it shall be competent to give notice by fax.
- 7.5 Any party may by notice change the address chosen as its domicilium citandi et executandi vis-à-vis that party to another address in Gauteng, or fax number, provided the change shall become effective on the 10th business day from the deemed receipt of the notice by the addressee.
- 7.6 Any notice to a party;
 - 7.6.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its domicilium citandi et executandi shall be deemed to have been received on the 10th business day after posting (unless the contrary is proved);
 - 7.6.2 delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or
 - 7.6.3 sent by fax to his chosen fax number stipulated in the Schedule, shall be deemed to have been received on the date of dispatch (unless the contrary is proved).
- 7.7 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

SIGNED at Centurion on _____
in the presence of the undersigned witnesses and service provider:

- 1. _____ (Witness)
- 2. _____ (Witness)
- 3. _____ (Service provider)

SIGNED at _____ on _____
in the presence of the undersigned witnesses and the client:

- 1. _____ (Witness)
- 2. _____ (Witness)
- 3. _____ (Client)

SCHEDULE

1. CRITICAL CLIENT INFORMATION

1.	Company Name									
2.	VAT Registration Number									
3.	Physical Address									
4.	Postal Address									
5.	Telephone Number									
6.	Fax Number									
7.	Email Address									
8.	Holding Company									
9.	Corporate Group									
10.	Head Office Address									
11.	Province									
12.	Local Authority									
13.	Sector (Industry, Mining, etc)									
14.	Number of Employees									
15.	Shifts worked									
16.	Authorised Person*	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"></td> <td>Name & Surname:</td> </tr> <tr> <td></td> <td>Telephone Number:</td> </tr> <tr> <td></td> <td>Fax Number:</td> </tr> <tr> <td></td> <td>Email:</td> </tr> </table>		Name & Surname:		Telephone Number:		Fax Number:		Email:
	Name & Surname:									
	Telephone Number:									
	Fax Number:									
	Email:									
*Responsible for authorising Non-subscribed Access or any proposals for additional work										

2. **USERS:** (In terms of the SHEQAssist SLA, the Client may name persons who will act as users of the SHEQAssist service)

1	Name:	Position:
	Tel:	Cell:
	Fax:	Email:

2	Name:	Position:
	Tel:	Cell:
	Fax:	Email:

3	Name:	Position:
	Tel:	Cell:
	Fax:	Email:

4	Name:	Position:
	Tel:	Cell:
	Fax:	Email:

3. **MEMBERSHIP AND COSTS** (2006/08/01 to 2007/07/31):

- R380.00* monthly subscription fee (excl. VAT)
- R480.00* annual administration fee (excl. VAT)
- 30 minutes/ month, free telephonic consultation and/or emailed communications.
- Unused minutes are transferable from month to month or can be used for other Implex services within the contact period
- Full refund should you decide to cancel your subscription within the first month
- Payments - monthly by debit order or annually in advance

4. **ADDITIONAL COSTS** (2006/08/01 to 2007/07/31): (Prices exclude VAT)

- R11.67 per minute for telephonic or email consultations once all free minutes have been used.
- Travelling (R2.95/km) and accommodation should we need to visit your organisation
- Registered letters @ R25.00
- Copies @ R1.50 per page

5. **PAYMENT DETAILS:**

- Payments made to: Legal Compliance Solutions
- ABSA Centurion
- Account number: 913 4302 709
- Branch code: 630 445
- Fax proof of payment to 086 501 0719