



Legal Sense

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SERVICES LEVEL AGREEMENT

Under written by



RESOLUTION
insurance

SERVICES LEVEL AGREEMENT

Between

(A Close Corporation duly registered in accordance with the company laws of the Republic of South Africa,
with Registration No.:

Legal Sense

(“ ”)

And

(“ ”)

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THEREFORE THE PARTIES CONCLUDE THEIR AGREEMENT ON THE FOLLOWING TERMS AND CONDITIONS: -

1. PRECEDENCE

The terms and conditions of this agreement shall take precedence over any other terms and conditions that may have been discussed by the parties.

2. DEFINITIONS

2.1 In this agreement, unless a different intention clearly appears from the context: -

2.1.1 "Normal Working Hours" shall mean 08h00 to 16h30 on Mondays to Fridays, excluding public holidays;

2.1.2 "Premises" shall mean



2.2 Any reference to a gender shall include the other genders.

2.3 Words importing natural persons shall include created entities (incorporated and unincorporated) and vice versa.

2.4 Words importing the singular shall include the plural and vice versa.

2.5 All schedules to this agreement are incorporated and form an integral part of this agreement.

2.6 In the event of any conflict between the provisions of this agreement and any schedule to it, the provisions of this agreement shall prevail.

3. DURATION

3.1 Notwithstanding the date of signature, this agreement shall commence on _____ and shall continue for a period of 1 (one) year, unless

terminated by either party by giving 3 (THREE) months' notice in writing to the other party.

- 3.2 Thereafter the agreement shall not continue indefinitely but, it may be extended by agreement between the parties, subject to consensus on any price increases, amendments to service standards, or any other matters the parties deem appropriate.

4. SERVICES

4.1 _____ shall provide the services as defined in Schedule A.

4.2 _____ may order additional services under this agreement, by signing additional schedule(s). All additional services shall be governed firstly by the terms and conditions of this agreement and then by the provisions of such additional schedule(s). The additional service(s) shall come into effect on the date agreed by the parties.

5. COSTS

5.1 The cost shall be levied in accordance with Schedule B

5.2 _____ shall be entitled to charge additional charges for services not covered by this agreement, for any work carried out at _____'s written request, where the work is to be done outside of _____ normal working hours, and for commercial travel and per diem expenses not included under this agreement. Such charges shall be agreed in writing by the parties prior to any work being done.

5.3 All charges in this agreement are exclusive of Value Added Tax.

6. PAYMENT TERMS

6.1 _____ shall submit an invoice to _____ for the monthly service fee together with all other agreed charges at the end of each month.

6.2 _____ shall pay the amount charged within *30 days* of the date of invoice into the bank account nominated by _____.

6.3 In the event of late payment then interest will accrue at 15.5% lending rate.

7. OBLIGATIONS OF

_____ shall: -

7.1 Be solely responsible for _____ to _____

8. OBLIGATIONS OF _____

_____ shall: -

8.1 Be solely responsible for _____ to _____

9. CHANGE IN CIRCUMSTANCES

If the circumstances surrounding the fulfilment of this agreement should alter materially from those prevailing at the time of signature of this agreement, then the parties undertake to renegotiate such of the terms and provisions of this agreement as may be necessary to ensure that this agreement remains fair and equitable to each of the parties.

10. BREACH OF AGREEMENT

10.1 If a dispute arises between the parties concerning any matter relating to this agreement, then both parties shall enter into negotiations, in good faith, in order to resolve the matter.

10.2 If the parties are unable to resolve the matter between them, they may but are not obligated to refer the matter to arbitration. The arbitrator may in turn appoint an independent expert in the field in which the dispute has arisen, provided that both parties accept and agree on the arbitrator and his choice of independent expert and the terms and conditions of his appointment. The arbitrator shall decide the matter, and both parties shall agree to be bound by his decision.

10.3 In the event that the parties are unable to resolve the matter, or fail to agree on either an arbitrator or an expert, or the terms and conditions of his appointment, or if either party is in repeated breach of this agreement, then the party who has been aggrieved shall give written notice to the other party calling on it to remedy any breach of the agreement. If the other party fails to remedy the breach within 7 (seven) days of receipt of the notice, then the aggrieved party may elect to cancel the agreement, or to demand specific performance, without prejudice to its rights to claim damages and without prejudice to any other rights it may have in law.

11. JURISDICTION

Both Parties consent to the jurisdiction of the Magistrate’s Court in respect of any action or proceedings which may be brought against either of them by the other; provided that either party shall be entitled to bring any proceedings in the High Court where such proceedings would, but for this consent, fall outside the jurisdiction of the Magistrate’s Court.

12. ADDRESS FOR RECEIPT OF NOTICES AND DOCUMENTS

12.1 The parties choose the following as their addresses for the receipt of any notices or documents in terms of this agreement, including any documents that may be issued by a court of law:

12.1.1 ____:

Street address:

Telefax:

12.1.2 ____:

Street address:

Telefax:

12.2.1 Either party may change the address given above on written notice to the other, provided that the address is a physical place of business or residence, and not merely a postal address.

- 12.2.1 Every notice shall be deemed, unless the contrary is proved, to have been received: If delivered by hand, on the date of delivery;
- 12.2.2 If sent by prepaid registered post, 7 (seven) days after the date on which the notice is posted;
- 12.2.3 If sent by Telefax, on the first business day after the date of successful transmission of the Telefax.

13. FORCE MAJEURE

- 13.1 Neither party shall be in breach of this agreement, where the inability to comply with any obligation is caused by Force Majeure. Force majeure shall include, but is not limited to; war, riots, civil commotion, natural physical disaster, strike or industrial action by either party's employees, any action by government or public authority, and circumstances wholly beyond the control of the parties.
- 13.2 Notice of an occurrence of force majeure shall be given to the other party as soon as possible, and shall include details of the event, and the likely effect it may have on either party's obligations in terms of this agreement.
- 13.3 Should either party be prevented from carrying out its contractual obligations for a continuous period of 14 (fourteen) days, this agreement may, at the other party's instance, be terminated on the expiry of the 14 (fourteen) day period.
- 13.4 ____ shall be entitled during the 14 (fourteen)-day period to make such temporary arrangements as may be necessary to ensure the continuous provision of the services at its premises. If ____ is able to arrange for such services only on a permanent basis then ____ shall be entitled at any time during the 14 (fourteen) day period to terminate this agreement forthwith on written notice to ____.

14. VARIATION

No variation, alteration or consensual cancellation of this agreement shall be of any force or effect, unless in writing and signed by all of the parties.

15. WAIVER

No indulgence which either party may grant to the other shall constitute a waiver of any of the rights of that party, who shall not thereby be precluded from exercising any of its rights against the other party which may have arisen in the past or which might arise in the future.

16. GENERAL

- 16.1 Unless the context indicates otherwise the rights and obligations of any party arising from this agreement shall devolve upon and bind its successors-in-title.
- 16.2 Prior drafts of this agreement shall not be admissible in any proceedings as evidence of any matter relating to any negotiations preceding the signature of this agreement.
- 16.3 Neither party may cede or assign any of their rights or obligations in terms of this agreement to any person, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

17. CONFIDENTIALITY AND PROTECTION OF PROPRIETARY INFORMATION

- 17.1 All of the details of this Agreement shall be considered as confidential, and shall not be given in any form whatsoever to a third party, without prior written consent of the other party. This excludes any necessary information required by a third party in order to give effect to the provisions of this agreement.

_____ shall keep in confidence and protect Proprietary Information from disclosure to third parties, as it acknowledges that unauthorised disclosure of such information may cause economic loss to _____ or its clients.

- 17.2 This provision 17 will survive termination, for any reason whatsoever, of this agreement.

18. WARRANTY OF AUTHORITY

- 18.1.1 Both parties, and the persons signing on behalf of the parties, warrant their authority to conclude this agreement.
- 18.2 Both parties further warrant that there is nothing contrary to the Memorandum of Association, or Articles, or Founding Statement or Member's Agreement of their respective entities, which may influence, or prevent any of the provisions of this agreement from being enforced.

19. SEVERABILITY

If any provision of this agreement is invalid or unenforceable for any reason, it will not thereby invalidate the whole agreement, unless the provision in question goes to the heart of the agreement. In such event, the party who is adversely affected by the invalid provision may elect to cancel the agreement; or to continue with it, or continue with it subject to agreement on any appropriate provision to replace the invalid or unenforceable one.

20. FORMALITIES

The parties agree that they will do all things and sign all documents necessary to give effect to the terms of this agreement.

21. WHOLE AGREEMENT

This written agreement constitutes the entire agreement between the parties, and no representation by any of the parties or their agents, whether made prior or subsequent to the signing of this agreement shall be binding on any of the parties unless in writing and signed by the parties.

22. INDEMNIFICATION

_____ shall hold harmless _____ from any liability, penalties, losses, damages, costs, expenses, attorney's fees, causes of action or claims caused by or resulting indirectly from your use of the services damages either you, _____ or any other party or parties without limitation or exception.

Thus done and signed at _____ on this ____ day of _____ 20....

AS WITNESSE

For:

1 _____

2 _____

Who by his/her signature warrants that
he/she is duly authorised

Thus done and signed at _____ on this ____ day of _____ 20....

AS WITNESSES

For: _____

1 _____

2 _____

Who by his/her signature warrants that
he/she is duly authorised