



## Welcome to Compliance Hub Consulting

We are delighted that you have chosen to use our services! We take pride in providing the best service possible, and we want to make sure everyone has a great experience. To ensure this happens, it is important that you understand and agree with our Terms & Conditions. By signing up for or using any of our services, you acknowledge and agree to be bound by these T&Cs. We may modify these T&Cs at any time without prior notice; however, all changes will take effect immediately upon posting on this page so please check back regularly for updates. If there is anything in the terms which makes you uncomfortable then please refrain from using our service(s).

Whereas the parties wish to enter into this agreement to set out the terms of agreement between them with respect to B-BBEE, WSP / ATR, Employment Equity, OHS, Skills services, Ownership services, Procurement, Gap Analysis, Human Resource, Strategic Plans, or Trust Compliance services as stipulated to be rendered to the Client; consulting services to be rendered to the Client.

Now therefore the parties hereby record their agreement as follows:

### 1. Interpretation

- 1.1 In this agreement, unless the context otherwise indicates:
  - 1.1.1 "Agreement" means this agreement and any annexure or schedule attached to it.
  - 1.1.2 "B-B BEE" means BROAD BASED BLACK ECONOMIC EMPOWERMENT.
  - 1.1.3 "HR" means Human Resources
  - 1.1.4 "Strategic Plan" Means a strategic plan to achieve the companies agreed to result by B-BBEE Element.

- 1.1.5 "OHS" means Occupational Health and Safety
- 1.1.6 "Ownership Structure" means a B-BBEE Ownership structure.
- 1.1.7 "EE" means Employment Equity
- 1.1.8 "WSP and ATR" means Work Place Skills plan and Actual Training Report
- 1.1.9 "Gap Analysis" – means a B-BBEE Analysis of the company via an unverified audit to earn the required B-BBEE Points by element.
- 1.1.10 "Trust Compliance" means the legal requirements to keep a trust compliant.
- 1.1.11 "Fees" mean the Schedule of Fees, as set out in Schedule B, charged by CH to the Client in consideration for the consultation services to be rendered.
- 1.1.12 "Client" means the entity as described in the first part of this agreement.
- 1.1.13 "Proposal" means the proposal provided in writing by CH to the Client for the consultation and any additional services that may be agreed to, as well as any amendments to such a proposal.
- 1.1.14 "Consultation" means the Consultation Services referred to in Schedule A, which are rendered by CH to the Client.
- 1.1.15 "Parties" means the parties to this agreement.
- 1.1.16 "SHEQ" means Safety, Health, Environment and Quality.
- 1.2 Words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing persons shall include partnerships, trusts and bodies corporate, and vice versa.
- 1.3 The head notes to the paragraphs to this agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.4 If any provision in the abovementioned definitions is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that such provision is only contained in this clause 1, effect shall be given thereto as if such provision were a substantive provision in the body



of the Agreement;

- 1.5 This Agreement shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, assigns, liquidators, curators or other legal representatives of the Parties as fully and effectually as if they had signed this Agreement in the first instance and reference to any party shall be deemed to include such Party's estate, heirs, executors, administrators, trustees, assigns, liquidators, curators or other legal representatives, as the case may be;
- 1.6 Any reference in this Agreement to legislation or subordinate legislation is to such legislation or subordinate legislation at the signature date, together with any regulations and rules promulgated or passed in terms thereof and as amended and/or re-enacted and/or consolidated and/or replaced from time to time;
- 1.7 The rule of interpretation that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply.
- 1.8 Where any term is defined within the context of any particular clause in this Agreement, the term so defined shall, unless it appears clearly from the clause in question that such term has limited application to the relevant clause, bear the meaning ascribed to it for all purposes in terms of this Agreement notwithstanding that such term has not been defined in this clause;
- 1.9 When any number of days is prescribed in this Agreement, same shall be reckoned as calendar exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day (which, for the purpose of this Agreement, shall include all days which are not a Saturday, Sunday or public holiday), in which case the last day shall be the next succeeding day which is a business day.

## 2. Introduction

- 2.1 The business of CH is to perform various consultation services, including such services with respect to the provisions of B-BBEE, WSP / ATR, Employment Equity, OHS, Skills services, Ownership services, Procurement, Gap Analysis, Human Resource, Strategic Plans, or Trust Compliance services as stipulated to be rendered to the Client.
- 2.2 The Client has requested that CH perform consultation with respect to the scope as set out in Schedule A.



### 3. Obligations of CH

3.1 Subject to the payment of the Fees, CH will perform the Consultation Services required by the Client, within a time frame mutually agreed to between the Parties in writing.

3.2 The Consultation Services to be performed as aforesaid will entail the process of measuring the Client's adherence to the compliancy requirements of B-BBEE, WSP / ATR, Employment Equity, OHS, Skills services, Ownership services, Procurement, Gap Analysis, Human Resource, Strategic Plans, or Trust Compliance services as stipulated to be rendered to the Client; and will culminate in CH fulfilling its scope as set out in Schedule A.

### 4. Obligations of the Client

4.1 Upon request, the Client shall promptly provide CH with:

4.1.1 access to and copies of all relevant information which CH may request at any stage during the consultation process, and which may be in the possession or under the control or supervision of the Client; and

4.1.2 any assistance CH may require in relation to such documentation.

4.2 The Client hereby warrants that any and all information supplied to CH in terms of this Agreement, whether by the Client or by any person who represents the Client:

4.2.1 is factually true and accurate.

4.2.2 contains a full disclosure of information pertaining to the B-BBEE, WSP / ATR, Employment Equity, OHS, Skills services, Ownership services, Procurement, Gap Analysis, Human Resource, Strategic Plans, or Trust Compliance services as stipulated to be rendered to the Client, requirements of the Client.

4.2.3 contains no intentional misrepresentation; and

4.2.4 may be relied upon by CH for the purposes of rendering the Consultation Services in terms of this Agreement.

### 5. Payment Terms



5.1 In consideration of the Consultation, the Client shall pay the Fees, as set out in Schedule B to CH.

5.2 All Fees exclude VAT.

5.3 All monies paid by the Client to CH shall be deposited directly into the CH bank account.

5.4 In the event of CH instituting legal proceedings against the Client for the recovery of any unpaid balance, then the Client agrees to pay all legal costs on an attorney/ME scale.

## **6. Additional Fees**

6.1 The fees for the Consultation Services to be rendered in terms of Schedule A have been set out in Schedule B.

6.2 In the event that the Client requires additional services to be rendered, such additional services will be rendered at an additional cost, to be agreed on between the parties in writing.

6.3 The Client shall pay any reasonable disbursements i.e., for travelling costs, toll fees, parking, subsistence allowance and board and lodging of personnel, incurred by CH during the consultation process on presentation of an invoice therefore by CH.

## **7. Reservation of Ownership**

7.1 CH shall remain owner at all times of all copyright, design, trademark and any other intellectual property rights, whether registered, pending registration or unregistered, which may attach to the Logo, any document or anything else produced by CH during the consultation process.

7.2 CH shall at all times remain the owner of all working papers used during the consultation process.

## **8. Confidentiality**

8.1 During the consultation process CH may acquire knowledge of certain information, documents, material, knowledge, know-how, trade secrets and proprietary interests concerning the Client, including but not limited to its business and strategic plans, financial information, technology, computer systems, licensing arrangements and other technical information concerning the Client's customers, financiers and suppliers, its methods of carrying on business and other confidential information which is not in the public domain and not readily available to a competitor of the Client



(hereinafter collectively referred as “the confidential information”);

8.2 CH undertakes to and in favor of the Client that:

8.2.1 it shall maintain and uphold the confidentiality and good faith in relation to the confidential information.

8.2.2 it shall not divulge, publish, or disclose to any person, firm, company, corporation, trust, or other entity whatsoever (“Third Party”) any of the confidential information; and

8.2.3 it shall not at any time use any of the confidential information or any part or extract thereof for its own benefit or for the benefit of any Third Party;

8.3 The undertakings given by CH herein shall not preclude it from disclosing the confidential information:

8.3.1 to the extent that it may be obliged to do so in law.

8.3.2 Insofar as such disclosure is necessary for the purpose of the consultation process, to its officers, employees and professional advisers.

8.4 The undertakings given by CH shall not apply to any part of the confidential information which is public knowledge at the time of its disclosure or thereafter becomes part of the public domain, otherwise than as a result of a breach by CH of any of its undertakings or obligations hereunder or by its employees, officers or professional advisers, as envisaged above.

## 9. Exclusion and Limitation of Liability

9.1 The Client hereby indemnifies and holds CH harmless against all and any liability (whether in contract, delict or otherwise) which may arise as a result of:

9.1.1 any loss or damage suffered by the Client or any Third Party pertaining to any part of the Consultation Services rendered by CH in terms of this Agreement;

9.1.2 the factual inaccuracy of any information supplied by the Client or by any person who represents the Client or by any person whom CH may reasonably believe to represent the Client.

9.1.3 any breach of this Agreement by the Client including, without limitation, the provision of



inaccurate factual information by the Client to CH; and

9.1.4 any claims made or threatened by any third parties which arise from or are connected with a breach referred to above.

9.2 Notwithstanding anything to the contrary contained in this Agreement, CH and its members, management or employees, as the case may be, shall not be liable in respect of any claim (whether in contract, delict or otherwise) arising out of this Agreement or in connection with the Consultation Services rendered to the Client in terms of this Agreement. This includes any liability for any direct, indirect or consequential loss and damages (including loss of profits) incurred by the Client or any other person.

## 10. Force Majeure

10.1 If any Party is prevented or restricted directly or indirectly from performing all or any of its obligations under this agreement by reason of strike, lock-out, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, shortage of or a breakdown in transportation facilities, civil commotion, unrest or disturbances, cessation of labor, government interference or control, or any other cause or contingency beyond the control of that Party,

The Party so affected shall be relieved of its obligations hereunder during the period that such event and its consequences continue but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damages either general, special or consequential which the other Party may suffer due to or resulting from such delay or failure.

## 11. Prohibition of Assignment

11.1 The Client shall not cede, delegate or assign any or all of its rights or obligations in terms of this Agreement without obtaining the prior written consent of CH.

## 12. Breach

12.1 If either of the Parties commits a breach of this agreement ("the Defaulting Party"), and/or fails to comply with any of the provisions hereof, then the other Party against whom the breach is committed ("the Innocent Party") shall be entitled to give the Defaulting Party 14 (fourteen) days' notice in writing to remedy such breach and/or failure and if the Defaulting Party fails to comply



with such notice, then the Innocent Party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which the Innocent Party may have in law:

12.1.1 to cancel this agreement; or

12.1.2 to claim immediate performance and/or payment of all the obligations of the Defaulting Party in terms hereof.

### 13. Dispute Resolution

13.1 Should any dispute, disagreement or claim arise between the Parties ("the dispute") concerning this Agreement or any matter arising from this agreement, the Parties shall endeavor to resolve the dispute by negotiation;

13.2 This entails one of the Parties inviting the other in writing to meet and to attempt to resolve the dispute within 7 (seven) days from date of written invitation;

13.3 If the dispute has not been resolved by such negotiation within 7 (seven) days of the commencement thereof, then the Parties shall:

13.3.1 submit the dispute to mediation to be administered by the Arbitration Foundation of Southern Africa, upon such terms as agreed upon between the Parties and the Secretariat of the Arbitration Foundation of Southern Africa; and

13.3.2 failing agreement as aforesaid within 7 (seven) days of the dispute being submitted to mediation, the Parties shall refer the dispute to arbitration as provided in clause 21.5 below.

13.4 The decision of the mediator shall become final and binding within 7 (seven) days of delivery thereof to the Parties, unless one or either of the Parties disputes the mediator's decision by written notice to the other Party within the aforesaid 7 (seven) day period, in which event the dispute shall be referred to arbitration in accordance with the provisions above;

13.5 Failing agreement as referred to above or in the event of either of the Parties furnishing its notice of dispute within 7 (seven) days of the mediator's decision as envisaged in terms of clause 13.4 above, the dispute shall be submitted to arbitration for final resolution in accordance with





the rules of the Arbitration Foundation of Southern Africa by an Arbitrator or Arbitrators appointed by the Foundation;

13.6 Unless otherwise agreed in writing by all the Parties, any such negotiation, mediation or arbitration shall be held in Johannesburg.

#### 14. Governing Law and Consent to Jurisdiction

14.1 This Agreement shall be governed in accordance with the laws of the Republic of South Africa and, subject to clause 13 above, the Parties consent to the jurisdiction of the Magistrates Court, notwithstanding that the claim by either Party may exceed the normal monetary jurisdiction of the Magistrates Court. Notwithstanding the foregoing consent, either Party may institute proceedings in any other court of competent jurisdiction at its own discretion.

#### 15. Notices and Domiciliae

15.1 Each of the Parties chooses domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement at their respective addresses set forth in this agreement;

15.2 Each of the Parties shall be entitled from time to time, by written notice to the others to vary its domicilium to any other address within the Republic of South Africa which is not post office box or poste restante;

15.3 Any notice given and any payment made by a Party to any of the others ("the addressee") which:

15.3.1 Is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery; or

15.3.2 Is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee



on the fourth day after the date of posting:

15.4 Where, in terms of this Agreement any communication is required to be in writing, the term “writing” shall include communications by telex or facsimile. Communications by telex or facsimile shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee one hour after the time of transmission.

## 16. General

16.1 No extension of time or indulgence granted by either Party to the other shall be deemed in any way to affect, prejudice or derogate from the rights of such Party in any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation of this Agreement.

16.2 No alteration, cancellation, variation of, or addition hereto, shall be of any force or effect unless reduced to writing and signed by both the parties and their duly authorized representatives;

16.3 This document contains the entire agreement between the Parties and neither Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

16.4 All the provisions of this Agreement shall be severable, and no provision shall be affected by the invalidity of any other provisions of this Agreement.

16.5 Nothing in this Agreement shall:

16.5.1 constitute a partnership, joint venture, or agency agreement between the Parties in any shape or form; or

16.5.2 entitle or authorize either Party to incur liability on behalf of the other save as specifically provided for in this agreement.

16.6 In the implementation of this Agreement, the Parties undertake to observe good faith and they warrant in their dealings with each other that they shall neither do nor refrain from doing anything which might prejudice the rights, assets or interests of the other of them.

We would like to express our sincere gratitude for your continued support and assistance. Your trust in us



as your service provider of choice is a testament to the quality of services we provide. We are truly grateful for having you as one of our valued clients and look forward to continuing this relationship in the future. Thank you again!

**Our Contact Details:**

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