

# TERMS AND CONDITIONS

## 2024 - 2025



## **PREAMBLE**

**WHEREAS** Jelocorp Pty (Ltd) is engaged in the business of Human Resources (HR) solutions;

**WHEREAS** Jelocorp Pty (Ltd) warrants that it has the necessary qualifications, know-how, skill and expertise to operate in the field of HR solutions, Payroll and all other Services it offers; as well as the necessary knowledge of the client-specific industry; to inter-alia search and find suitable Candidates to meet the Client's requirements;

**WHEREAS** the Client / Employer is engaged in their business, and wishes to utilise the expertise, knowledge and resources of Jelocorp (Pty) Ltd to, inter-alia find suitable Candidates for Employment and/or provide other HR solutions and services.

**AND WHEREAS** Jelocorp (Pty) Ltd acknowledges that its appointment by the Client is non-exclusive and as such the Client is entitled to contract an additional or alternative recruitment, Payroll or human resources agent on an ad hoc basis, at its sole discretion.

**NOW, THEREFORE**, the Parties hereby agree as follows:

## **PURPOSE OF THE TERMS AND CONDITIONS**

Jelocorp (Pty) Ltd, will initiate Recruitment, Payroll and other Human resources services upon information given to it by the Client.

The fees and costs for Recruitment services shall be calculated once off on the gross annual salary and all additional benefits of the placed candidate, in other words, on the total cost to the company in regard to the placed candidate however this may vary with each client respectively, as presented within the agreed and signed Service Level Agreement with Jelocorp (Pty) Ltd.

Regarding Payroll, the payable fees on Payroll services provided by Jelocorp (Pty) Ltd will be dependent on the number of employees' payroll to be processed. The agreed fees are as stipulated within the respective Client/ Employer Service Level Agreement. This service will be enforced in perpetuity and will terminate by proper notice or by the conditions that are outlined in these Terms and Conditions.

these Terms and Conditions have been drafted by Jelocorp (Pty) Ltd, any questions or concerns regarding the contents of this document must be directed towards [legal@jelocorp.com](mailto:legal@jelocorp.com).

Therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this document being Twenty – Six (26) pages in length, the parties agree as follows:

# 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires, the following terms shall bear the meanings assigned to them below and cognate expressions shall bear corresponding meanings:

1.1.1 **“Agreement”** means these Terms and Conditions, together with all of its annexures, as amended, novated and/or substituted from time to time in accordance with its terms. It is specifically recorded that by signing these Terms and Conditions, the Parties agree that all previous agreements between them, albeit verbal or in writing, are hereby cancelled and rendered null and void with immediate effect hereto and these Terms and Conditions governs the entire relationship between the Parties;

1.1.2 **“Business Day”** means a day other than a Saturday, Sunday or statutory public holiday in the Republic of South Africa;

1.1.3 **“Candidate”** means the individual referred by the Supplier and interviewed for potential Employment by the Client;

1.1.4 **“Confidential Information”** shall include any information, material, data, or know-how, including trade secrets and proprietary information, that is not generally known to the public and that is disclosed, either written or orally, to be or appears to a reasonable person to be proprietary or confidential. However, confidentiality does not apply to information which:

1.1.4.1 was in the public domain before the signing date of the Agreement;

1.1.4.2 has fallen into the public domain otherwise than as a result of a disclosure by one of the Parties directly or indirectly in breach of the Agreement;

1.1.4.3 is received in good faith by a Party from a third party that was lawfully in possession of the information and had the right to disclose it;

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1.1.4.4 is disclosed through mutual, written consent between the Parties;

1.1.4.5 is disclosed to third parties by a Party on a non-confidential basis;

1.1.4.6 must be disclosed by virtue of any law, rule, order, applicable regulation or at the request of any competent court;

1.1.5 **“Date of Signature”** means the date of signature of these Terms and Conditions by the signatory which signs it last, provided that all signatories have signed;

1.1.6 **“Employment”** means the ordinary course and scope of the Client’s business within which the Candidate shall be required to perform certain specified duties and **“Employ”** shall have a corresponding meaning;

1.1.7 **“Guarantee Period”** means the period within which the Supplier guarantees to the Client that the Candidate will remain within its Employment;

1.1.8 **“Job Description”** means the qualifications, experience, knowledge and qualities that the Candidate is required to demonstrate in order to fulfil the responsibilities of the vacant position that the Supplier is recruiting for;

1.1.9 **“Placement Fee”** means the fee as set below, payable by the Client to the Supplier in terms of the provisions of these Terms and Conditions;

1.1.10 **Processor/ Supplier”** this refers to Jelocorp (Ltd) Pty, as the service provider, in regard to the Payroll Service.

1.1.10 **“Representative”** means the nominated Human Resources representative of the Client and the nominated representative of the Supplier, duly authorized to act as the primary points of contact in respect of the Services;

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1.1.11 **“Written”** includes any document whether available in print, on plain paper or in electronic format accessible in a manner usable for subsequent reference, and **“Writing”** shall have a corresponding meaning.

1.2 Words importing the singular shall include the plural and vice versa, words importing any gender shall include the other genders and words importing persons shall include partnerships and corporate bodies.

1.3 The headings to the paragraphs to these Terms and Conditions are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

1.4 these Terms and Conditions shall be binding on and enforceable by the permitted assignees or liquidators of the Parties as fully effectually as if they had signed these Terms and Conditions in the first instance and reference to any Party shall be deemed to include such Party’s permitted assignees or liquidators, as the case may be.

1.5 Expressions defined in these Terms and Conditions shall bear the same meanings in any schedule or annexure which does not contain its own definition of the same expressions. Any reference in these Terms and Conditions to any other agreement or document shall be construed as a reference to such other agreement or document as may have been, or may from time to time be, amended, varied, novated or supplemented.

1.6 Any reference in these Terms and Conditions to legislation or subordinate legislation is to such legislation or subordinate legislation at the Date of Signature hereof and as amended and/or re-enacted from time to time.

1.7 Any reference in these Terms and Conditions to day, week, month or year shall be construed as day, week, month or year as per the Gregorian calendar.

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- 1.8 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. Ambiguities or inconsistencies shall be resolved by applying the most reasonable interpretation under the circumstances, considering the intentions of the Parties at the time of conclusion of these Terms and Conditions.
- 1.9 In these Terms and Conditions references to the term “include” and “including” shall be interpreted as meaning “include without limitation” and “including without limitation”.
- 1.10 The expiration or termination of these Terms and Conditions shall not affect such of the provisions of these Terms and Conditions as expressly provide that they will operate after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

# RECRUITMENT AND HUMAN RESOURCES

## TERMS AND CONDITIONS

### 2. RECRUITING AND HUMAN RESOURCES SERVICES

- 2.1 Subject to the terms and conditions of these Terms and Conditions, the Supplier shall provide the Services as set out in **Annexure A**.
- 2.2 The Services to be rendered shall be at the request and discretion of the Client but shall be confined to the scope of services contained in **Annexure A**. Further, the cost of such services shall not exceed the cost limits required by the Client.
- 2.3 If any circumstances during the currency of these Terms and Conditions necessitate the rendering of additional services to those recorded in **Annexure A**, the scope of the services can be varied by written agreement.
- 2.4 When applying for a service, the Client shall specify the required labour classification, the applicable hourly or daily or monthly price for each specified labour classification, the maximum allowable cost per labour classification, and the duration of service applicable to the request, including the start date and, if applicable, the end date.
- 2.5 The Client enjoys discretion to determine the minimum qualifications required to perform any of the Services provided under these Terms and Conditions.



## ANNEXURE A

### SERVICES

#### National recruitment (blue and white collar)

- Permanent Placements (PEA);
- Temporary Placements (TES);
- Specialized services/placements;
- Executive searches;
- Assessment searches.

#### International Recruitment

- Securing all certifications;
  - Conducting criminal record checks;
  - Sourcing of Candidates per client's specifications;
  - Assistance in arranging all Candidate's logistic needs;
  - Assist in applying for corporate permits;
  - Checks and medicals.
- Candidate management (on request by client).
- International recruitment (USD based, higher critical skills).
- Implementation on a national and international level.
- VISA assistance.
- International tax solutions.

#### Operations which entail:

- Candidate assessment procedure;
- Labour management to ensure site suitability;
- Production focus driving effective delivery of skills placed;
- Client/commercial support;
- Ad hoc site-specific requirements as set out by the principal contractor/client;

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- Timesheet support, sign off and payroll queries; and
  - Liaising with client for scope of work and placement requirements.
- 
- Project management and delivery.
  - Project investment liaison.
  - Client meeting (industry specific) management.
  - Legal and or litigation support (any labour-related matters).

### 3. RECRUITMENT PROCEDURE

- a) The Client's Representative shall notify the Supplier in writing that it is seeking a suitable candidate to fill a position within an area within the Client's operations.
- b) The Supplier shall be provided with a Job Description and other relevant information pertaining to the vacant position. The Supplier is expected to liaise only with the said Client Representative and with no other internal employees of the Client, unless the Client's Representative provides prior written approval for the Supplier to contact a party other than the Client's Representative.
- c) Should the Supplier submit a Curriculum Vitae ("**CV**") of a potential Candidate to a party other than the Client's Representative, such submission shall be regarded as unsolicited and the Supplier will not be eligible for any Placement Fee should the Client Employ the Candidate at any stage.
- d) If the Supplier provides the Client's Representative with a CV of a potential Candidate that the Client's Representative is already in receipt of and/or has already identified for a vacant role, the Supplier shall be informed in writing and no Placement Fee shall be payable should the Candidate in question be Employed by the Client.
- e) In the event that the Supplier provides the Client's Representative with a CV of a potential Candidate that is not known to the Client at the time of submission, the potential Candidate shall be deemed introduced by the Supplier and the Supplier's right to a Placement Fee shall remain for a period of six (6) months from date of submission. Should the Client not employ such potential Candidate within the six (6) month period, the Supplier's right to any Placement Fee shall lapse at expiry of the six (6) month period.
- f) In the event that the same potential Candidate's CV is submitted to the Client by more than one Supplier, the Supplier that submitted the CV first (by date and time),

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shall be eligible for the Placement Fee should the Candidate be Employed by the Client within a period of six (6) months from date of submission of the CV.

- g) If a Candidate was sourced by means of any internal recruitment portal used by the Client, no Placement Fee shall be applicable unless wanting the Supplier to manage.
- h) The Supplier fully indemnifies the Client in all instances where the Supplier and/or its agents, employees or subcontractors have been negligent, reckless and/or fraudulent or where it has exercised wilful default in the performance of its obligations in terms of these Terms and Conditions and/or the placement of a Candidate.
- i) Where the Supplier appoints third parties to perform all or any of the duties relating to the recruitment of a Candidate for potential Employment and/or placement of a Candidate with the Client, the Supplier agrees that it shall remain exclusively responsible and liable to the Client for any act or omission of such third party. Notwithstanding the terms of any contract entered into between the Agent and a third party, the terms and conditions contained in these Terms and Conditions shall govern the liability of the Supplier towards the Client. The Supplier hereby indemnifies the Client in respect of any loss or damage suffered by the Client as a result of the Supplier's use of third parties.

**THE INTERVIEW**

Following written instructions from the Client, the Supplier undertakes to:

- a) Conduct a personal and appropriate interview with each potential Candidate, prior to submitting a CV to the Client. In instances where only a telephonic interview could be conducted with a potential Candidate, the Supplier will clearly indicate "TELEPHONIC INTERVIEW ONLY" on the CV of such potential Candidate.
- b) Ensure that each potential Candidate was interviewed no more than two (2) months prior to their CV being submitted by the Supplier to the Client.

- c) Identify suitable Candidates for an interview with the Client.
- d) Submit only the CVs of suitable Candidates to the Client Representative.
- e) Accurately and effectively communicate all agreed interview times, dates and venues to all potential Candidates selected by the Client for an interview.
- f) Provide each Candidate with a brief on the Client and refer each potential Candidate to the website of the Client.
- g) Obtain written consent, in advance, from each Candidate authorising the performance of all required clearances and checks to the extent necessary to satisfy the Client that the Candidate is suitable for Employment by it and to submit all personal information (including but not limited to CV, academic records, references) to the Client.

#### **VERIFICATION**

Prior to submitting a potential Candidate's CV to the Client, the Supplier shall in respect to each potential Candidate:

- a) Obtain certified documentary evidence of Academic and Professional qualifications. The Supplier shall immediately inform the Client where such documentation cannot be obtained. Verify employment records and references. The Supplier shall submit at least two (2) written references with every CV of a potential Candidate. The Supplier shall immediately inform the Client where such verification cannot be obtained.
- b) Ascertain and verify the reason for termination of previous employment of the potential Candidate and the period such Candidate has been unemployed.
- c) Verify the nationality of each potential Candidate.

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- d) Verify that the Candidate has never been Employed by the Client as a Placement Fee will not be payable in such instances.
  
- e) **At Operational interview stage**, conduct, with the written prior consent of each potential Candidate, the necessary credit and criminal record checks. The results of such checks to be fully disclosed to the Client.
  
- f) Should the Client, after the Employment of a Candidate, discover that the Supplier has failed to disclose adverse records and/or has failed to properly and fully conduct the aforesaid checks on the Candidate, the Supplier shall immediately refund the Client the Placement Fee in full.

#### **4. RECRUITMENT OBLIGATIONS OF THE SUPPLIER**

4.1 The Supplier shall assign a Representative to oversee and manage the Services and to liaise with the Client.

4.2 The Supplier shall be precluded from approaching a Candidate with an alternate offer of employment once such Candidate has been placed in a position by the Client through the intervention of the Supplier.

4.3 For the Duration of the Agreement and for a period of twelve (12) months after expiry of the Agreement, the Supplier shall not directly or indirectly under any circumstances, recruit or solicit for recruitment any Employee of the Client, without the prior written consent of the Client.

4.4 The Supplier warrants that it shall fully comply with all applicable laws and regulations, including but not limited to all anti-corruption, anti-trust or any other laws and regulations and shall not act and/or omit to act in any such way as to cause the Client to be in breach of any applicable laws and regulations.

#### **5. RECRUITMENT OBLIGATIONS OF THE CLIENT**

5.1 The Client shall provide the Supplier with the contact details of the Client Representative.

5.2 The Client shall provide feedback to the Supplier within a reasonable period, but in any event within ten (10) days, following completion of an interview with a potential Candidate.

5.3 The Client shall not pursue potential Candidates introduced by the Supplier where such Candidates are already known to the Client. The Client shall inform the Supplier within seven (7) days of becoming aware that a potential Candidate introduced by the Supplier is already known to the Client.

5.4 The Client shall process the Supplier's invoice upon receipt within a payment period of ten to Fifteen (10-15) days once confirmed invoice is in order.

## 6. RECRUITING FEES AND PAYMENT

6.1 In the event that a Candidate introduced by the Supplier to the Client receives a written offer of Employment from the Client and such Candidate accepts the offer of Employment in writing and commences Employment with the Client on the agreed commencement date of Employment, the Client shall then pay the Supplier such Placement Fee within Ten to Fifteen (10 - 15) days from receipt of an invoice from the Supplier and in terms of **Annexure C**.

6.2 For a permanent placement of a Candidate, the placement fee shall be calculated percentage **once off, on the gross annual salary and all calculated monetary benefits** for the duration of the contract period and for other Services. In other words, the placement fee shall be **the agreed percentage** once off, on the total cost to the company in regards to the placed candidate.

6.3 Should payment be delayed or not paid in due time upon invoice confirmation in the **Fifteen to Thirty (15- 30) -day period**, an agreed penalty of **1%** will be charged to the total invoice value per day until the fee is paid.

## 7. RECRUITING GUARANTEE PERIOD

7.1 The Guarantee Period shall be **Three Months (90)** days from the agreed Commencement Date of Employment of the relevant Candidate and shall be subject to clause 7.2 below.

7.2 If a Candidate's Employment is terminated by the Client within the Guarantee Period, such termination shall be substantively and procedurally fair.

7.3 The Client shall notify the Supplier of the termination of a Candidate's Employment in writing within seven (7) days. The Supplier shall replace such Candidate within Ninety (90) days of the Candidate leaving the Client's Employment.



# **PAYROLL TERMS AND CONDITIONS**

## **8.1 PARTIES SPECIFIC PAYROLL OBLIGATIONS**

8.1.1 In the event Employer is unable to comply with the terms of this contract in any way, including but not limited to, filing bankruptcy, being adjudicated a bankrupt, a business rescue practitioner is appointed and qualifies, engaging in layoffs, receiving assessments from provincial, or state agencies, or any other matter materially affecting Employer's ability to maintain sufficient funds to satisfy the Processor's invoice, the Employer will notify the Processor immediately of such issues which may invoke the ability of the Processor to terminate this contract in accordance with the provisions of these Terms and Conditions

8.1.2 In the event the Processor, its agents or employees are unable to perform according to the terms of these Terms and Conditions, whether by bankruptcy or other matter, the Employer may terminate these Terms and Conditions and all future rights and future obligations under these Terms and Conditions, by writing, after having received proper notice from the Processor of such circumstance. Notice will not bar any liability for outstanding costs or expenses owed to the Processor by Employer before any termination takes place.

## **8.2 PAYROLL RECORDS**

8.2.1 The Employer will retain the original or a copy of each authorization and payment received from each employee of the electronic funds transfer for five (5) years after termination or revocation of such transfer.

8.2.2 these Terms and Conditions and the performance and services by the Processor will neither relieve the Employer of any obligation imposed by law or contract regarding the maintenance of records or other matters nor from employing adequate credit accounting and review practices customarily followed by similar businesses.

### **8.3 PAYROLL INDEMNIFICATION**

8.3.1 The Employer, as it pertains to this provision and Agreement to include any officers, principals or agents, bears the risk of loss and agrees to indemnify and hold harmless the Processor from all liabilities, losses, costs, expenses (including reasonable legal fees) judgments, interest or other related fees, incurred by the Processor and caused by or arising out of;

8.3.2 any breach by the Employer of any provision of the Agreement or contained in any other agreement by the Employer with any employee,

10.3.3 any failure by the Employer to comply with any provision of applicable municipal, provincial or national laws, regulations, rules or operating letters or legislation.

8.3.4 any action taken by the Processor in reliance upon or pursuant to any instructions or specific request of the Employer including, but not limited to, the reversal of any electronic funds transfer to an account of an employee maintained at the Bank or at another financial institution, the disbursement of any sums which the Bank is authorized to withhold, or Employer's own negligence in correctly reporting information to the Processor to perform Payroll Services, which the Employer agrees would amount to a waiver of its right to sue under these Terms and Conditions, or

8.3.4 the failure of Bank or any other entity used by the Processor for the timely completion of such Payroll Services including but not limited to computer malfunction, fire, strike, war, government order or any other unavoidable delay which is beyond the control of both parties.

### **8.4 TAX FILING**

8.4.1 If the Employer participates within this service, the Employer is responsible to make sure its own taxes in regard to its operations in relation to these Terms and Conditions are funded and paid and are in accordance with the South African Revenue Services (SARS) rules, regulations and laws.

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8.4.2 If there are any issues regarding payment, the processor, will assume responsibility for penalties, only of late payments to the agreed that the error was caused as a result of the Processors actions, or failures to make the payments in a timely manner.

8.4.3 This responsibility (at 10.4.2) will end when the Processor ends its function and service as the 'provider of the stipulated Pay Roll service, or on the termination of these Terms and Conditions.

### **8.5 PAYROLL PAYABLE FEES**

8.5.1 The Supplier and Employer accept the established margin fee in all payments made by the supplier to the employees on their basic salary.

8.5.2 The established margin fee shall be calculated as 'X% of the total amount processed through that particular month's Payroll obligation'.

8.5.3 The established x% as stated at 8.5.2, shall be 'added' to the Payroll obligation amount (ZAR), to determine the Processors final monthly invoice.

8.5.4 It is established that the margin fee shall at any point be renegotiated by the Processor with a month's notice to the Employer.

8.5.5 The Processor shall provide the monthly invoice to the Employer on or about the 25<sup>th</sup> of each month.

8.5.6 The Employer is responsible for the full payment of the provided invoice, and all outstanding invoices.

8.5.7 All invoices presented to the Employer by the Supplier are subject to payment within 10 business days, thereafter the outstanding invoice shall be subject to a 1% daily increase as stipulated by these Terms and Conditions. The Processor shall provide the monthly invoice to the Employer on or about the 25<sup>th</sup> of each month.

## **8.6 PREPARING PAYROLL**

8.6.1 The Processor is to ensure that it has within its possession all employee information in regard to the completion and processing of the Payroll obligation and service, this information includes but is not limited to employee names, addresses, identification documents, bank details.

8.6.2 The Processor ensures to keep, store and maintain all records in regard to the employee Payroll information for the minimum time of five years.

8.6.3 All information retained by the Processor shall be in accordance with all relevant legislation and laws within South Africa, including but not limited to The Protection of Personal Information Act, 2013 and others.

8.6.4 The Processor establishes that it will perform all due diligence in regard to its Payroll service obligation. This includes providing relevant and accurate information to the Employer and appointing authorized and experienced personnel regarding the processing of Payroll Service duties and responsibilities.

8.6.5 The Employer establishes and agrees that it will perform all due diligence in regard to its Payroll service reception. This includes providing relevant and accurate information to the Processor.

## **GENERAL PROVISIONS**

### **9. CONFIDENTIALITY**

- 9.1 The Parties understand that confidential information may be disclosed during the course of executing these Terms and Conditions.
- 9.2 The Parties agree to use confidential information solely for the purpose of these Terms and Conditions.
- 9.3 The Parties agree not to share and or divulge confidential information to any natural or legal person without a lawful justification.
- 9.4 The Parties' obligation to maintain confidentiality shall survive the termination of these Terms and Conditions and shall remain in effect indefinitely.

### **10. WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY**

- 10.1 The Supplier represents and warrants to the Client that it shall exercise all reasonable care, skill and diligence in the execution of the Services and shall carry out all its obligations in accordance with international professional standards and best practice.
- 10.2 The Supplier represents and warrants to the Client that it shall in all professional matters act as a faithful advisor to the Client and, in so far as any of its duties are discretionary, act fairly between the Client and third parties.
- 10.3 Subject to the limitations contained in these Terms and Conditions, the Supplier agrees to indemnify and hold harmless the Client, and the Client agrees to indemnify and hold harmless the Supplier respectively, from any liabilities, penalties, demands or claims finally awarded (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by any third party for injuries, including

death, to persons or damage to property resulting from the indemnifying party's gross negligence or wilful acts or omissions or those of persons furnished by the indemnifying party, its agents or subcontractors or resulting from use of the Services furnished hereunder.

10.4 Neither Party shall be held liable for any loss to any other party for any special, indirect, incidental or consequential damages (including the damages for loss of business, profits, data or any other loss) incurred or suffered by the other arising as a result of or related to the performance of these Terms and Conditions.

10.5 The Processor will not be liable for any damage or loss (including, but not limited to, liabilities, costs, and expenses) to the Employer or its employees arising out of the acts or omissions of any third parties, including, but not limited to, any courier service company, email service providers, issuing banks, any receiving financial institution in which an employee maintains an account, any receiving depository institution, or any other processor.

10.6 The Processor makes no representations or warranties except as expressly stated within these Terms and Conditions and all other warranties, express or implied, are specifically excluded.

10.7 In no event will the Processor be liable for incidental or consequential damages even if the Processor has been advised of the possibility of such damages.

10.8 In no event will the Processor's total liability to the Employer pursuant to any claim arising out of or relating to these Terms and Conditions or the transactions covered by these Terms and Conditions (whether in contract or in tort) exceed the amount of the official salary on which the claim is based.

## 11. FORCE MAJEURE

- 11.1 In the event that performance of these Terms and Conditions, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, pandemics, acts of the government in its sovereign capacity, industrial action, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased; provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.
- 11.2 While any such prevention or delay continues, the Parties shall continue to comply with their obligations under these Terms and Conditions which are not affected by it, to the extent that they are able lawfully to do so, subject to the right of the other Party not prevented from continuing with all its obligations under these Terms and Conditions to cancel these Terms and Conditions by giving written notice of such termination to the other Party.

## 12. BREACH

Should any Party breach any provision of these Terms and Conditions (“defaulting party”) and fail to remedy such breach within 14 (fourteen) days of receiving written notice from the other party (“aggrieved party”) requiring it to do so, then the aggrieved party shall be entitled, without prejudice to any other rights that it may have, whether under these Terms and Conditions or at law, to cancel these Terms

and Conditions or to claim immediately specific performance, in either event, without prejudice to the aggrieved party's rights to claim damages.

### **13. DISPUTE RESOLUTION**

- 13.1 In the event of a dispute arising between the Parties out of or in relation to or in connection with these Terms and Conditions, or the interpretation thereof, the Parties agree to negotiate in good faith with a view to reaching an amicable solution.
- 13.2 In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to refer such dispute to arbitration and that such dispute shall be resolved in accordance with the Commercial Arbitration Rules of the Arbitration Foundation of Southern Africa (AFSA), by an arbitrator appointed by the Foundation.
- 13.3 The Parties irrevocably agree that the decision in arbitration proceedings shall be final and binding.

### **14. ASSIGNMENT**

- 14.1 Neither Party may assign these Terms and Conditions in whole or in part without the written consent of the other Party, which consent shall not be unreasonably withheld.
- 14.2 these Terms and Conditions shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective Parties.

### **15. ENTIRE AGREEMENT**

- 15.1 these Terms and Conditions contains the entire agreement between the parties and shall supersede all other agreements, written or oral, between the parties relating to the subject matter hereof.
- 15.2 these Terms and Conditions supersedes any other written or verbal communications between the Parties.



15.3 Any subsequent changes to these Terms and Conditions must be made in writing and signed by both Parties.

## **16. SEVERABILITY**

If any section of these Terms and Conditions is found to be invalid, illegal, or unenforceable, the remaining provisions of these Terms and Conditions shall remain enforceable.

## **17. WAIVER**

17.1 Neither Party can waive any provision of these Terms and Conditions, or any rights or obligations under these Terms and Conditions unless agreed to in writing.

17.2 If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

## **18. VARIATION AND CANCELLATION**

No agreement varying or adding to, or deleting from or cancelling these Terms and Conditions shall be effective unless reduced to writing and signed by or on behalf of the Parties.

## **19. GOVERNING LAW**

The Agreement shall be governed by the laws of the Republic of South Africa.

## **20. ANTI-BRIBERY**

Neither Party shall make or receive any bribe or other improper payment. Each Party shall comply with applicable Bribery Laws, including ensuring that it has in place adequate procedures to ensure compliance with the Bribery Laws and each shall ensure that all of that Party's personnel so comply.

## **21. MODERN SLAVERY**

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Both Parties undertake that neither Party nor any of its officers, employees, agents, or subcontractors has committed an offence under the Prevention and Combating of Trafficking in Persons Act (a "PCTP Offence") or is subject to an investigation relating to an alleged PCTP Offence or prosecution under the Prevention and Combating of Trafficking in Persons Act. Each Party shall notify the other immediately in writing if it becomes aware or has reason to believe that it has potentially breached its obligations under this clause.

these Terms and Conditions are binding upon acceptance by Jelocorp and the Client and supersede all previous terms and conditions. Any variations to these Terms and Conditions must be agreed upon in writing by both parties .

## **22. PERSONAL INFORMATION**

The Employer and Supplier agree and/or consent to the lawful usage, distribution, storage, retention, publishing and processing of each party and the candidate's personal information, as defined and/or provided in the Protection of Personal Information Act, 4 of 2013.