



**CONTRACT TERMS AND CONDITIONS
ENTERED INTO BETWEEN**

.....
(“THE CLIENT”)

AND

**ECONOMIC DEVELOPMENT SOLUTIONS
PROPRIETY LTD**

(“EDS”)

Please sign the attached acceptance of proposal form to indicate your acceptance of this proposal and return it to: admin@eds.holdings or fax2email to 086 567 8828.

ACCEPTANCE OF PROPOSAL:

This approval authorises Economic Development Solutions (Pty) Ltd to conduct the work defined in the proposal submitted to (“the Client”) on this the day of2020.

I, _____, being duly authorised to sign on behalf of and bind the Client hereby, confirm that I have read and accept the scope of the work set out in the submitted proposal, which a direct relation to the terms and conditions as has set out herein (Appendix B).

Signed at _____ on this the _____ day of _____ 2020.

Full Name: _____

Designation: _____

Signature: _____



APPENDIX B:**GENERAL TERMS AND CONDITIONS****Definitions**

“EDS” means Economic Development Solutions (Pty) Ltd, its directors, employees and associates.

“Client” means

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1. Professional fee basis

- 1.1. Prior to the commencement by EDS of an assignment, EDS will submit a proposal recording the terms of reference of the services to be performed and undertaken by EDS (“the Assignment”) and an estimate of the costs to be incurred in performing the services contemplated in the Assignment.
- 1.2. Upon written acceptance of the proposal, EDS will commence the Assignment at the agreed time.
- 1.3. Should EDS be unable to complete the Assignment within the parameters set forth in the estimate, this will be communicated to the client prior to incurring further costs.
- 1.4. The estimate will be based upon the assumption that the client will make key members of its staff available to assist EDS in the manner agreed to in order for EDS to perform the services contemplated in the Assignment.
- 1.5. Disbursements incurred by EDS in respect of necessary travel and subsistence, and for goods and services purchased or procured on the client's behalf, is included in the project costs quoted.

2. General terms

- 2.1 Any services performed by EDS in terms of the Assignment will be in accordance with the agreed upon scope of work for the Assignment, unless both parties agree in writing to a revised scope of work.
- 2.2 On long-term assignments EDS may substitute, or give leave of absence to directors or employees at its discretion and will use its best endeavours to give reasonable notice to the client and to provide employees who will be temporarily seconded to the project as “replacement staff” of equivalent ability in order to avoid any disruption to an Assignment’s progress.



3. Payment

- 3.1 Unless stated otherwise in writing, invoices and expenses are to be presented monthly during an Assignment in respect of services rendered during that month and are payable within 30 (thirty) days after the presentation of the Invoice.
- 3.2 All payments to be made to EDS in terms hereof shall be made free and clear of and without deduction for or on account of tax unless such payment is required to be made subject to the deduction or withholding of tax, in which case the sum payable (in respect of which such deduction or withholding is required to be made) shall be increased to the extent necessary to ensure that EDS receives a sum, net of any deduction or withholding, equal to the sum which it would have received had no such deduction or withholding been made or required to be made.
- 3.3 8% (eight percent) interest will be levied against all overdue accounts.
- 3.4 The client will be liable for all costs incurred due to non-payment of services rendered by EDS to the client. These costs include, but are not limited to commissions payable to any debt collection services appointed by EDS in order to gain payment for said services rendered and legal fees incurred should the matter be handed over to the court due to non-payment.

4. Confidentiality

- 4.1 EDS will keep confidential all information obtained by them from the client, and all reports, advice, recommendations, etc. produced by EDS under this agreement unless this information is in the public domain.
- 4.2 The client hereby consents to the use by EDS of the client's name and a general description of the services undertaken by EDS in terms of this Assignment in any proposals, marketing or other similar such documents which EDS may issue or submit to its clients from time to time.
- 4.3 The client agrees that each of its officers, members, employees, agents, contractors, subsidiaries and associates shall keep confidential and not otherwise disclose or make available to any third party any written instructions, reports, documents, presentations, schematic representation, notes, memoranda or records which are made by it or which come into its possession relating to any confidential information obtained by them from EDS in regard to EDS, and of its divisions and any methodologies and technologies EDS has used to carry out an assignment.
- 4.4 The client also agrees to keep confidential the contents of the information as defined in clause 4.3 above, including methodologies contained within any EDS proposal and no such information will be revealed to any third parties.

- 4.5 In the event that a client does not accept a proposal, all copies of the proposal in their possession will be returned to EDS or all such copies will be destroyed immediately. This fact will be confirmed to EDS in writing, if so requested.

5. Intellectual Property

- 5.1 EDS will retain copyright in all materials, including methodologies, know-how, trade secrets, software and tools, provided to the client or utilised by it in the provision of the services and the fulfilment of the Assignment.

6. Validity

1. The associated proposal shall be valid for **30 days** from the date of issue, unless otherwise indicated.
2. These terms and conditions read together with the proposal and any or all written amendments thereto, shall form the sole basis of the contract between the parties.

7. Termination

- 7.1 This contract may be terminated forthwith by either party in the event of the other going into provisional or final liquidation, or having a Judicial Manager appointed over all or part of its activities.
- 7.2 Where the contract is terminated by the client without cause or neglect on the part of EDS, then a cancellation fee of 50% (fifty percent) of the outstanding portions of the contract value shall be payable to EDS by the client. Payment for the amount due shall be subject to the terms stated in clause 3.1.
- 7.3 In the event either party breaches any of the terms of this contract and fails to remedy the breach within 7 (seven) days of receipt of notice to remedy, the other party may in writing, terminate the contract without prejudice to its right to claim damages arising from such breach, or, in the case of EDS, its right to demand payment for services that have been rendered or work that has already been completed.
- 7.4 Any notice to be given, shall be given to the client at its principal place of business and to EDS at the office of EDS which has been primarily responsible for the work in terms of this contract as per the details stated in clause 8.1 below.
- 7.5 In the unlikely event that the client incurs a loss due to any act or omission, whether negligent or not, of EDS, the maximum aggregate liability of EDS for

all claims of the client arising out of damages suffered by it in connection with the Assignment, shall be limited to the total fee charged by EDS for any services provided in connection with the Assignment. The liability contemplated herein shall be a maximum aggregate liability for all claims from whatsoever source and howsoever arising, whether in contract, delict or otherwise.

- 7.6 EDS will not be liable to the client or any cessionary or third party claiming through or on behalf of the client for any damages whatsoever or for any consequential or other loss or damages beyond the maximum liability specified in clause 7.5.
- 7.7 This contract is governed by South African law and any claims will be subject to the exclusive jurisdiction of the Courts of South Africa.
- 7.8 Any claims, however arising, must be commenced formally by service of court summons or process initiating arbitration proceedings within two years after the party bringing the claim becomes aware (or ought to reasonably to have become aware) of the facts which allegedly give rise to the claim, but in all cases within a period of 3 (three) years from the date of the occurrence which gave rise to the alleged claim. This expressly overrides any statutory provision or common law rule that would otherwise apply.

8. Notices and domicile

8.1 All notices to be given in terms of this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid registered post, or telefaxed to:

ECONOMIC DEVELOPMENT SOLUTIONS (PTY) LTD at:		
Physical address	Postal address	Contact information including E-Mail
Hunts End Paddock View 36 Wierda Road West Wierda Valley Sandton JOHANNESBURG	Postnet Suite 116 Private Bag X9976 2146	Tel.: 011 447 4683 Fax: 086 567 8828 E-mail: admin@eds.holdings
THE CLIENT: at:		
Physical address	Postal address	Contact information including E-mail



- 8.2 Any notice shall, if delivered by hand during normal business hours, to the address and for the attention of the individual as stated above by the addressee for the delivery of notices, be deemed to have been received on the date of delivery, and if sent by pre-paid post, be deemed to have been received 14 (fourteen) days after posting, and if sent by telefax, be deemed to have been received on the day after proof of the sending of the telefax.
- 8.3 Any notice actually received by the Party to whom it is addressed, shall be adequate notice to it.