

Service Level Agreement

entered into between

The Client
("The Client")

and

Claudia Neville Skinner
("The Contractor")

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1. PARTIES

The Parties to this Agreement are -

- 1.1. The Client ("**The Client**"); and
- 1.2. The Contractor ("**the Contractor**"),
who warrant that they are duly authorised thereto.

2. RECORDAL

It is recorded that -

- 2.1. The Client wishes to train with the Contractor and the Contractor accepts the appointment from The Client on the Terms and Conditions; and
- 2.2. the parties agree as set out herein.

3. DEFINITIONS AND INTERPRETATION

3.1. Definitions

In this Agreement, unless the context otherwise requires, the following capitalised terms shall have the meanings assigned to them below and cognate expressions shall have corresponding meanings:

"Default Interest Rate"

The maximum allowed under the National Credit Act for unsecured and Incidental Credit agreements;

"Failure"

any failure by the Contractor to perform the Services in accordance with the clause 9.2 (Service Standards);

"Good Industry Practice"

applying, in relation to the manner in which the Services are rendered, the standards, practices, methods and procedures conforming to applicable law, and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under similar circumstances;

"OHASA"

Occupational Health and Safety Act 85 of 1993;

"Parties"

The Client and the Contractor, and any reference to "**a Party**" shall refer to one of the relevant Parties as required by the context;

"Penalty Deduction"

the deduction from the Monthly Payment for Failures in a particular month calculated in accordance with clause 11 (*Penalty Deductions*);

"Services"

the operational services to be provided by the Contractor to the Client as set out in **Annexure "A"** to this Agreement and as may be subsequently amended in accordance with this Agreement and means each and every engagement for Services, each of which shall constitute a separate and distinct engagement of the Services;

"Signature Date"	the date of last signature of this Agreement by the Parties thereto, alternatively the date upon which the Client accepts these terms and conditions on the Contractor's electronic platform;
"Site(s)"	means either the Contractor's address or the Client's address, as the case may be, at which the Contractor is required to provide the Services;
"Termination Date"	any date on which this Agreement is terminated in accordance with its terms other than by way of effluxion of time; and
"the and/or this Agreement"	this service level agreement between the Parties in respect of the Service/s together with the Annexures thereto.

3.2. Interpretation

This Agreement shall be interpreted according to the following provisions, unless the context requires otherwise:

- 3.2.1. References to the provisions of any law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any transaction entered into under this Agreement.
- 3.2.2. References to **"Parties"** shall include the Parties' respective successors-in-title and, if permitted in this Agreement, their respective parent/s and/or guardians and/or cessionary and assignees.
- 3.2.3. References to a **"person"** shall include an individual, firm, company, corporation, juristic person, Responsible Authority, and any trust, organisation, association or partnership, whether or not having separate legal personality.
- 3.2.4. References to **"clauses"**, **"sub-clauses"** and **"Annexures"** are references to the clauses, sub-clauses and annexures of this Agreement.
- 3.2.5. References to any other contract or document shall include (subject to all approvals required to be given pursuant to this Agreement for any amendment or variation to or novation or substitution of such contract or document) a reference to that contract or document as amended, varied, novated or substituted from time to time.
- 3.2.6. Words in parentheses and italics appearing after a clause reference or a reference to a Schedule are inserted for ease of reference only. If there is any discrepancy between the clause reference and the words in parentheses and italics, the latter shall prevail.
- 3.2.7. The headings of clauses, sub-clauses and Annexures are included for convenience only and shall not affect the interpretation of this Agreement.
- 3.2.8. The Annexures to this Agreement are an integral part of this Agreement and references to this Agreement shall include the Annexures.
- 3.2.9. The Parties acknowledge that each of them has had the opportunity to take legal advice concerning this Agreement, and agree that no provision or word used in this Agreement

shall be interpreted to the disadvantage of either Party because that Party was responsible for or participated in the preparation or drafting of this Agreement or any part of it.

- 3.2.10. Words importing the singular number shall include the plural and vice versa, and words importing either gender or the neuter shall include both genders and the neuter.
- 3.2.11. References to "**this Agreement**" shall include this Agreement as amended, varied, novated or substituted in writing from time to time.
- 3.2.12. The number of days indicated to commit an act or indicated for any other purpose, is calculated by excluding the first day and including the last day.
- 3.2.13. If any definition in clause 3.1 (*Definitions*) contains a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to such provision as if it was a substantive provision in the body of this Agreement.

4. APPOINTMENT

The Client appoints the Contractor, which appointment the Contractor accepts, to provide the Services to the Client in accordance with the terms and conditions of this Agreement.

5. CO-OPERATION

Each Party shall co-operate with the other in the exercise and performance of their respective rights and obligations under this Agreement, the latter being essential to the desired outcome of the envisaged Services.

6. DURATION

This Agreement and the rights and obligations of the Parties under this Agreement shall take effect on the Signature/Acceptance Date and each and every engagement between the Client and the Contractor shall be an individual and separate engagement and not be determined by any termination of either the earlier of the Expiry Date or the Termination Date.

7. GENERAL OBLIGATIONS OF THE CONTRACTOR

- 7.1. The Contractor shall in the provision of the Services, avoid undue hindrance, risks, injuries, possible interruption or interference with the operations of the Client or the Contractor or otherwise hinder the activities of the Contractor and its employees or agents or security services, save to the extent entitled to do so in terms of this Agreement or as may be reasonably necessary for the performance of the Services under this Agreement.
- 7.2. The Contractor shall not be relieved of any obligation, responsibility or liability under this Agreement by the appointment of any subcontractor to carry out any part of the Services. As between the Contractor and the Client, the Client shall be responsible for the payment. All references in this Agreement to any performance, payment, act, default, omission, breach or negligence of the Contractor shall be deemed to include any of the same by a subcontractor.
- 7.3. The Contractor shall at all reasonable times and with prior written notice or oral request have access to (including the right to reproduce) all records and documentation required by the Contractor to be kept in relation to the Services for purposes of auditing, assessment, quality control and monitoring of the Services to be rendered to the Client.

8. GENERAL RIGHTS AND OBLIGATIONS OF THE CLIENT

The Client shall -

- 8.1. shall grant the Contractor reasonable access to the Site(s) to enable it to properly perform the Services in terms of this Agreement and vice versa;

- 8.2. shall compensate the Contractor for the performance of the Services in accordance with clause 12 (*Payment*);
- 8.3. shall, without prejudice to the obligation of the Contractor to provide the Services, provide reasonable assistance to the Contractor in its performance of the Services, and specifically, to ensure as far as it may be reasonably possible from its end, a smooth integration and synchronization process to synchronize and integrate the activities proposed by the Contractor to the Client and adhered to by the Client;
- 8.4. shall inform the Contractor of its medical history, nothing excluded, level of fitness, allergies and the like; or any other material and or non-material fact that may influence the Services or as may be applicable to the Services and shall timeously inform the Contractor of any changes thereto; and
- 8.5. reserves the right to refuse access to, or to order the removal from, the Site(s) of any person employed by or acting on behalf of the Contractor or even the Client, whose presence or continued presence, in the reasonable opinion of the Contractor, is likely to have a material adverse effect on the performance by the Client of its functions and duties/obligations or is deemed not to be a fit and proper person to be present in or on the Site(s) or whose conduct contravenes any of the Rules in effect at any given Site.

9. SERVICES

9.1. Provision of the Services

The Contractor shall provide the Services in accordance with this Agreement with effect from the Signature Date for the duration of the Agreement and shall be entitled to payment for the Services in accordance with clause 12 (*Payment*) as from the Signature Date or on an engagement basis which shall be a separate and distinct appointment for Services.

9.2. Service Standards

The Contractor shall carry out the Services (each as a separate and distinct obligation) –

- 9.2.1. in accordance with Annexure A;
- 9.2.2. at its own cost, risk and expense and in accordance with Good Industry Practice;
- 9.2.3. in a manner that complies with and meets the requirement of all applicable Law;
- 9.2.4. utilizing non-hazardous goods, stocks, consumables, materials and equipment that are of a satisfactory quality according to Good Industry Practice;
- 9.2.5. in a manner which gives priority to health and safety in the performance of the Services in order to protect life, health, property and the environment;
- 9.2.6. in compliance with OHASA;
- 9.2.7. in compliance with the reasonable policies, procedures, protocols and directives of the Contractor (as may be amended from time to time) as indicated; and
- 9.2.8. so that all persons employed in connection with the performance of the Services have the necessary skills and experience as required by their respective professions, trades and callings and taking into account their roles and responsibilities in relation to the Services;
- 9.2.9. so that all aspects of the Services are supervised by sufficient numbers of persons having adequate knowledge of such matters for the satisfactory and safe performance of the Services having regard to the activities which are carried on at the Site(s); and
- 9.2.10. in accordance with the provisions of this Agreement.

10. PERFORMANCE MONITORING

10.1. Contractor monitoring

- 10.1.1. The Contractor shall be responsible to monitor its performance in the delivery of the Services, and shall implement appropriate monitoring, quality control and management procedures in accordance with Good Industry Practice in respect of the Services, including such monitoring procedures as the Parties may from time-to-time agree.
- 10.1.2. The Contractor shall conduct regular physical inspections and audits (including spot audits) of the Client's operational activities to determine the quality and standard of performance in relation to the Services.
- 10.1.3. The Contractor shall regularly review and assess its management and mitigation of Failures so as to implement improvements in the provision of the Services and the reduction of Failures.
- 10.1.4. On the notification of any Failure or complaint regarding the quality of Services, the Contractor shall attend to such notification with the speed and urgency appropriate to the nature of the Failure or complaint.
- 10.1.5. The Contractor shall prepare and deliver to the Client in respect of the previous month a performance report in respect of its performance in the provision of the Services against clause 9.2 (*Service Standards*), including all Failures and such other information as the Contractor may deem reasonably necessary from time to time.

11. PENALTY DEDUCTIONS

- 11.1. The Penalty Deduction for a month or any given session shall be calculated as follows:
In the event of the Client having booked a session for services and the Client cannot attend same for any given reason and also the Client has failed to give at least 8 hours' notice of the fact that they shall not attend, then and in that event the Contractor may (in its sole and absolute discretion) charge for the entire session.
- 11.2. Any repeated failure by the Client to attend a session booked for Services may result therein that the Contractor may refuse to book any next session for the Client.

12. PAYMENT

12.1. Entitlement to payment

Subject to the provisions of this Agreement, the Client shall pay to the Contractor, plus the aggregate of all Penalty Deductions (if any) in respect of the invoices rendered.

12.2. Invoicing and payment arrangements

- 12.2.1. The Client shall pay the amount of the Monthly Invoice immediately upon presentation and delivery to the Client of an invoice in respect thereof.
- 12.2.2. Save where expressly provided otherwise, where any payment or sum of money due from the Client to the Contractor in terms of the Agreement is not paid immediately of the due date it shall bear interest thereon at the Default Interest Rate from the due date (whether before or after any judgement) until actual payment, calculated in accordance with the ruling common law.

13. INSURANCE

- 13.1. Albeit that the Contractor has provided for every plausible and/or possible contingency to ensure the Client's safety in respect of the Services, the Contractor shall ensure that there is professional indemnity insurance available to the Client for any damages the Client may suffer.

14. TERMINATION

14.1. Non-default termination

- 14.1.1. This Agreement shall automatically be terminated on the Expiry Date, unless it has been terminated earlier in accordance with the provisions of this Agreement.
- 14.1.2. Without prejudice to clause 14.2 (*Breach*), either Party shall be entitled to voluntarily terminate this Agreement at any time on one (1) months' written notice to the other indicating such termination.
- 14.1.3. To avoid doubt it is recorded that neither Party shall be entitled to any compensation on termination of this Agreement in accordance with clause 14.1.1 and 14.1.2, unless there are amounts due owing and payable to the Contractor.

14.2. Breach

Should any Party (the "**guilty party**") commit a breach of this agreement and fail or refuse to rectify that breach within a reasonable amount of days after receipt of a written notice from the other Party (the "**innocent party**"), calling upon the guilty party to rectify that breach, the innocent party shall be entitled, without prejudice to any other of his rights, to forthwith cancel this agreement without any further written notice to the guilty party being required.

15. WARRANTIES

15.1. Contractor warranties

The Contractor warrants that -

- 15.1.1. the obligations of the Contractor under this Agreement are legal, valid and binding and enforceable against it in accordance with the terms of the Agreement;
- 15.1.2. it has satisfied itself as to the nature and extent of the Services to be provided in terms of the Agreement; and
- 15.1.3. it has the necessary resources, skills; expertise and experience required to carry out the Services in terms of this Agreement and will use reasonable care and skill in the execution of the same under this Agreement; and
- 15.1.4. the Contractor does in no manner or form warrant that the Services to be supplied is guaranteed to render the outcome or even be on par with the Client's expectations.

15.2. Client's warranties

The Client warrants that -

- 15.2.1. it has taken all necessary actions to authorise the execution of this Agreement and that the Client has made a full and comprehensive disclosure of all material facts that may have an influence on the Services;
- 15.2.2. it has not knowingly omitted to disclose any material information in its possession or under its control relating to the Services or Sites, which may in certain instances be rendered by way of an online session.

16. INDEMNITIES

The Client indemnifies and shall keep the Contractor indemnified at all times against all direct losses sustained by the Client in consequence of -

- 16.1. any –
 - 16.1.1. loss of or damage to property and/or any damage/injury to its person;
 - 16.1.2. breach of a statutory duty arising under any applicable Law;
 - 16.1.3. claim for or in respect of the death or personal injury of any individual; or
 - 16.1.4. other claim, action, charge, cost, demand or expense,
(including, without limitation, any legal fees or costs) arising in connection with the performance or non-performance of any of the Services, save to the extent caused by the gross negligence or wilful misconduct of the Client or by a breach by the Client of an express provision of this Agreement; or
- 16.2. any breach by the Contractor of any warranties given by it in this Agreement.

17. CONTRACT MANAGEMENT

Both Parties shall nominate and appoint Contract Managers from time to time by written notification of their appointment to the other Party, and which Contract Managers shall exercise all functions, powers, duties and obligations in respect of any issue/dispute that may arise from this agreement and/or identified in this Agreement as well as all other related functions, powers, duties and obligations as required from time to time and with notification to the other Party.

18. DISPUTE RESOLUTION

- 18.1. The dispute resolution procedure contained in this clause 18 ("**Dispute Resolution Procedure**") shall apply to any dispute, claim or difference between the Parties arising out of or relating to this Agreement ("**a dispute**").
- 18.2. A dispute will not be deemed to be a dispute until one of the Parties has provided a written notice conveying the nature and scope of the dispute to the other Party.
- 18.3. All disputes shall first be referred to a mediator being an Attorney (with seniority) ("**Mediation Committee**") for resolution. An agreement reached by the Mediation Committee shall be reduced to writing and shall be binding on the Parties.
- 18.4. If the Parties have been unable to resolve any dispute within 10 (TEN) working days of referral to the Mediation Committee, either Party may refer the matter to arbitration.
- 18.5. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1965 (Act No 42 of 1965, as amended from time to time), provided that –
 - 18.5.1. a single arbitrator shall be appointed;
 - 18.5.2. the arbitrator shall be a practicing counsel or attorney of not less than 10 (TEN) years standing agreed upon by the parties within 10 (TEN) days after the date on which the arbitration is called for.
- 18.6. If the parties fail to reach agreement within 10 (TEN) days after arbitration has been called for on the arbitrator to be appointed, such arbitrator shall be appointed by the President for the time-being of the Legal Practice Counsel of Gauteng.
- 18.7. The arbitration proceedings shall take place in Gauteng at a venue and time to be determined by the arbitrator.

- 18.8. The arbitration proceedings shall be held informally and in a summary manner, and all procedural requirements and formalities shall be determined by the arbitrator. In determining such formalities and procedure, the arbitrator does not need to observe the normal strict rules of evidence or usual formalities of procedure.
- 18.9. The decision of the arbitrator shall be final and binding on the Parties.
- 18.10. The cost of the arbitration proceedings shall be borne by the Parties as decided by the arbitrator.
- 18.11. Notwithstanding the provisions of this clause 18, any Party shall be entitled to approach a competent court of law having jurisdiction to obtain any urgent relief which may be required by such Party.

19. MISCELLANEOUS

- 19.1. Save as expressly permitted hereunder, a Party shall not, without the prior written approval of the other Party, which shall not be unreasonably withheld, assign, cede, delegate, transfer or otherwise dispose of any right or obligation under this Agreement to any other person.
- 19.2. The Contractor shall not subcontract with any person for the carrying out of any of its obligations under this Agreement, without, in each case, the prior written notification to the Client.
- 19.3. This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Subject to the provisions of clause 18 (*Dispute Resolution*), each Party agrees that the Pretoria Provincial Division of the High Court of South Africa shall have jurisdiction to hear and decide any application, action, suit, proceeding or dispute in connection with this Agreement, and irrevocably submits to the jurisdiction of same.
- 19.4. No provision of this Agreement (including, without limitation, the provisions of this clause) may be amended, substituted or otherwise varied, and no provision may be added to or incorporated in this Agreement, except (in any such case) by an agreement in writing signed by the duly authorised representatives of the Parties.
- 19.5. Any relaxation, indulgence or delay (together "**Indulgence**") by either Party in exercising, or any failure by either Party to exercise, any right under this Agreement shall not be construed as a waiver of that right and shall not affect the ability of that Party subsequently to exercise that right or to pursue any remedy and/or to negotiate and reduce the impact of any Penalty Provision, nor shall any Indulgence constitute a waiver of any other right (whether against that Party or any other person).
- 19.6. Except where expressly provided to the contrary in this Agreement, this Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement, whether published electronically or otherwise.
- 19.7. This Agreement may be executed in any number of identical counterparts, all of which when taken together shall constitute one agreement. Any single counterpart or a set of counterparts taken together which, in either case, are executed by the Parties shall constitute a full original of this Agreement for all purposes, even in the event of the Client accepting same by way of an acknowledgment on any electronic platform or social media.
- 19.8. All notices and any other communications whatsoever (including, without limitation, any approval, consent, demand, query or request) by either Party in terms of this Agreement or

relating to it shall be given in writing and sent by post, or delivered by hand, or transmitted by electronic mail to the recipient Party at its relevant address set out in the disclosure form hereto:

- 19.8.1. if to the Client, refer disclosure form:
- 19.8.2. if to the Contractor, at:
 - Electronic mail address: Claudia@ritenurifit.com
 - Marked for the attention of: Claudia Skinner.
- 19.9. Either Party may, by written notice to the other Party, change any of the addresses at which, or the designated person for whose attention those notices or other communications are to be given.
- 19.10. Any notice or other communication given by any Party to the other Party which –
 - 19.10.1. is sent by registered post to the addressee at its specified address shall be rebuttable presumed to have been received by the addressee on the 7th (seventh) day after the date of posting; or
 - 19.10.2. is delivered by hand during the normal business hours of the addressee at its specified address shall be rebuttable presumed to have been received by the addressee at the time of delivery; or
 - 19.10.3. is transmitted by electronic mail to the addressee at the addressee's specified electronic mail address shall be rebuttable presumed to have received by the addressee on the date of transmission as reflected on the sender's electronic mail records.
- 19.11. The Parties choose their respective physical addresses in clause 19.8 as their respective *domicilia citandi et executandi* at which all documents relating to any legal proceedings to which they are a party may be served. If that address is changed to another address which is not a physical address in the Republic of South Africa, then the original address shall remain the *domicilium citandi et executandi* of the relevant Party until it nominates a new physical address within the Republic of South Africa in writing, to be its new *domicilium citandi et executandi*.
- 19.12. Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.
- 19.13. Nothing in this Agreement shall be construed as creating a partnership or a contract of employment between the Contractor and the Client. Save as expressly provided for in this Agreement, the Contractor will not be, or deemed to be, an agent of the Client and the Contractor shall not hold itself out as having authority or power to bind the Client in any way.

ANNEXURE A: SERVICES

The exact nature and scope of the Services shall be agreed between the parties.

In determining the exact nature and extent of the Services each Client is required to complete the form annexed, the exact content of which shall remain the sole responsibility of the Client to keep the information therein updated at all times. This form is also available in hard copy format at the Site.

CLIENT INFORMATION REQUIRED:

INDIVIDUAL:

1. Full Names:

2. Date of Birth:

3. Identification Number:

4. E-mail address:

5. Physical Address:

6. Tel &/ Cell numbers:

7. Consent to publish video or images: Y/N

8. In Case Of An Emergency Contact Tel / Cell No:

(Name of I.C.E. Contact & Relation to Client)

9. List Any Medical Conditions that the Contractor should be made aware of:

The Client, by completing this form acknowledges that it has agreed to adhere to the Terms & Conditions.