

Service Agreement and Terms Reference: QVIC1 06 09 10

EO #

Step FOUR (4)

Final Confirmation.

All communication and instructions must be made through SA Online and/or SA Online's representative, in this instance [Consultantname](#) contactable on cell # 076 798 6986 and e-mail consultant@entertainment-online.co.za, and in case of an emergency Entertainment Online's 24hr request line is 086 111 3958.

Upon signature, this agreement and contract, all inclusive of: Quote, Service Agreement and Terms and, when applicable, Riders, all sharing the identical reference will become a legally binding and all inclusive agreement and acceptance.

In addition, signature will confirm that the signing entity is duly authorised to sign on behalf of the entity as detailed in Step 1, and confirms to have read and understood all terms and details within this agreement, and if not, first afforded SA Online the opportunity to explain any concerns prior your acceptance, as well as confirms that acceptance of services has been made of free will.

Acceptance (please complete all four steps):

1. **Name and Surname of authorised signatory:** _____
2. **Please initial each and every page sharing the same unique reference on the bottom right hand corner. This page does not need to be initialled, only signed as requested for below.**
3. **Please insert information and signature as required below:**

Acceptance Signature ____ / ____ / 2010
Date Acceptance _____
Time Signed _____
Location Signed

4. **Please return all documents via E-mail: to acceptances@sa-online-services.co.za) or fax # 086 604 8450.**

Terms

Definitions:

1. The entity detailed in Step 1 of the Service Agreement, hereafter referred to as "Client".
2. Entertainment-Online.co.za, is a division of SA Online - a web-based services provider. Due to SA Online's intellectual property policies and security the following will not be supplied: cancelled cheque, bank statements, information relating to company turnover, CC / Company Registration # (SA Online is a Sole Proprietorship), BEE Ratings (SA Online does not qualify as its staff complement is too low). SA Online does supply a bank verification letter as well as a tax clearance certificate on request.
3. This all inclusive agreement is between Client and SA Online.
4. Terms are applicable to documents, such as, but not limited to, those that display Page Titles: Quote, Service Agreement and Terms, Terms, Riders; on condition that all documents share an identical reference as displayed in their Page Titles.
5. An Identical Reference and/or Unique Reference refers to the group of 4 alphabetic characters starting with a "Q" followed by 6 numeric characters. In general this Unique reference will follow the words "reference" directly after the Page Title.
6. Rider / Technical Rider: refers to additional document/s sharing an identical reference to Quote, Service Agreement and generally included, but not limited to, additional services or special requirements in order to deliver a service.
7. Supplier or Service Provider, refers to a third party, such as, but not limited to, Entertainers, Bands, Keynote speakers, Technical Companies, Travel and Hospitality providers, contracted by SA Online at the request of the Client through acceptance of Quote and Service Agreement.
8. Main Service refers to a primary service as detailed on the related quote under title "Main Service".
9. Additional Service refers to a secondary service as detailed on the related quote under title "Additional Service" - such services are non compulsory and are only included in a Service Agreement when a Client requests as such, and as made provision for, in Step 3 of the Service Agreement.
10. Support Services can refer to, but not be limited to, Technical, Accommodation, Hospitality, Travel, Security and a variety of other services related to the delivery of a Primary or Secondary service.

General:

1. Entertainment-Online.co.za services to a Client can include, but are not be limited to, offering Supplier and related information through website/s or documentation, consultation services, a booking services through: quoting of supplier/s fees, confirming availability of supplier/s at time of quoting and again, at time of acceptance, and again, before an invoice/s is issued, as well as overseeing the Client and Supplier/s general booking requirements and details - with a summary mandate to provide / produce / deliver services as accepted by the Client on the relevant

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Quote and Service Agreement once the Client has met all their contractual obligations to SA Online. For these services, SA Online is entitled to bill the Client for Supplier/s, consultation, administrative, marketing and other associated costs to the value as displayed in the relevant Quote and accepted fee in Step 3 of the Service Agreement. A full description of services, as well as associated costs, can be found online at www.entertainment-online.co.za/servicecosts.htm (bill of costs).

2. Services are not confirmed until the Client has met every contractual obligation in full.
3. The Client accepts that Entertainment-Onlines.co.za does not claim management or ownership of any Service Provider/s, and acts as an intermediary between Client and elected Supplier/s - in addition, Entertainment-Online.co.za acts on behalf of Suppliers as an administrative and Marketing body to broker their related services.
4. The Client accepts that in most instances, Main Services and Additional Service suppliers are paid prior service delivery date in full or part thereof - as well as in most cases such service providers only reserve services on receipt of payment, therefore in the instance that a Client's payment is late, directly resulting in a Supplier not being available or in the position to deliver or commit to a service at the time payment is cleared in SA Online's account, SA Online will not be held responsible for service delivery failure as the majority of its Mandate would have been met and the Suppliers non delivery would not be due to any direct action of SA Online, but due to the late payment from the Client.
5. In the instance a Client is providing one or more Support services - and to maintain quality control and ensure the highest possible chance of service delivery success - support services are subject to the approval of SA Online.
6. In the instance that a Client requires any original documentation from SA Online, collection of such documents will be for the Client's account.
7. SA Online will not complete any Client documentation such as, but not limited to, tenders or vendor applications, unless a Service Agreement and Quote has been accepted by the Client first.
8. No Main Service or Additional Service can be advertised, publicised, filmed, photographed or sub sold / hired in any way, directly or indirectly, by the Client without SA Online's written consent.
9. SA Online reserves the right for Supplier or own Company Branding.
10. While SA Online will endeavour to deliver services within its mandate and reasonable power, SA Online will not be held liable for delivery failure as a direct result of acts of God, such as, but not limited to, death, theft, weather factors, traffic, flight or travel disasters.
11. In the instance that there is a service delivery error due to a Supplier/s direct doing, or negligence, the Client will be entitled to a refund or part thereof depending on the circumstances, and allow SA Online reasonable time to investigate and follow all available avenues to legally claim funds from the relevant supplier/s. The Client will indemnify SA Online of any additional or associated costs on condition that SA Online will offer the Client all relevant supporting documents on request to prove that every reasonable avenue was taken into consideration to recover funds.
12. Supplier and Client briefings are not included in Service Agreement fees. Briefings, rehearsals or consultations will be charged for separately.
13. In the instance that the signing entity falsely represents the entity in Step 1 of the Service Agreement, SA Online reserves the right to claim full Service Agreement fees and all costs from the signing entity.

Payment General:

1. Cheque and Credit card payments are not accepted.
2. EFT and Cash payments are accepted and must have the invoice BK number as a payment reference.
3. Payment slips must be sent immediately to payments@sa-online-services.co.za or fax: 086 604 8450.
4. SA Online does not accept remittance advices or purchase orders as proof of payment.
5. SA Online reserves the right to validate payments with financial institutions.
6. Client's funds must be cleared in SA Online's account before they are credited to a Client's Service Agreement. It is the Client's responsibility to ensure their own payment systems can accommodate the accepted payment terms.
7. Payments made out of South Africa will: 1.) automatically be billed 5% extra to cover exchange rates as well as bank fees, 2.) be issued with a single and full invoice, 3.) require immediate payment.

Payment Main Service:

1. The Value of Main Service fee is detailed on the applicable Quote, in quote section with title "Main Service" and with the amount in RANDES (ZAR) to the right of text: "Vat Inclusive amount of Main Service".
2. The payment for Main Service is invoiced in two parts: 50% deposit worth 50% value of the Main Service Fee. This fee is payable within 10 days from date of issued invoice. The remaining 50% fee is due no later than 15 working days prior service delivery date detailed under Step 2 of Service Agreement for Main Service.
3. SA Online reserves the right to issue 1 invoice for the full Main Service fee if the service delivery date detailed under Step 2 of Service Agreement for Main Service is less than 30 days from date of acceptance as detailed under step 4 of the Service Agreement or if a service is required to be delivered outside of South Africa. In this instance, the full invoice must be paid immediately (reflect in SA Onlines account within 48 hours from time of invoice being issued).

Payment Additional Service:

1. SA Online reserves the right to issue 1 invoice for the full Additional Service - the full invoice must be paid immediately (reflect in SA Onlines account within 48 hours from time of invoice being issued).
2. The Value of Additional Service fee is detailed on the applicable Quote, in quote section with title "Additional Service" and with the amount in RANDES (ZAR) to the right of text: "Vat Inclusive amount of Additional Service".

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Client Breach:

1. SA Online and elected Supplier/s will not be held responsible for delivery failure due to a Client's non disclosure or inaccurate service related information. No refunds will be considered in this instance.
2. Under no circumstances is the Client to have any direct communication with a Supplier/s unless written consent is offered by SA Online. Communication must be made through SA Online's elected representative. Failure on the Client's behalf will constitute a breach of agreement, resulting in service delivery error or possible loss of income for SA Online. No refunds will be considered in this instance.
3. Any variety of alteration, differentiation of service details, failure to deliver any requirement, meet any condition, comply with any term, deliberate / irresponsible or negligent actions leading to loss of property or injury to person/s, any late payment, on the Client's behalf will constitute a breach. No refunds will be considered in this instance, and SA Online, at its own discretion will be entitled to claim for costs including, full Service Agreement fee of Main Service Fee or Additional Service Fee, or parts thereof, as well as additional costs, such as damages to property, attorney and own client costs, and/or costs relating to extra administration or consultation time.

Cancellation:

1. SA Online reserves the right to cancel a Service Agreement and refund a Client if a Supplier/s is not available at the time funds are cleared in SA Online's account. A cancellation fee will, however, be applicable as made provision for in Term 3 under Client Breach, if payment clears late in SA Online's account as a direct result of late payment on a Client's behalf.
2. 30 days working days cancellation notice or less. A Client has the right to cancel a Service Agreement including Main Services or Additional Services and will be charged a 100 % cancellation fee of the full Service Agreement value. This is in the instance that a Client requests a cancellation with only 30 working days notice given before applicable service delivery dates as detailed in Step 2 of the Service Agreement.
3. 31 days working days cancellation notice or more. A Client has the right to cancel a Service Agreement including Main Services or Additional Services and will be charged a 50 % cancellation fee of the full Service Agreement value. This is in the instance that a Client requests a cancellation with 31 working days or more notice given before applicable service delivery dates as detailed in Step 2 of the Service Agreement.
4. There is no return policy on any goods delivered or produced.

Additional Services:

1. Additional Services accepted by the Client, are managed by SA Online, however, any damage or loss to property or person other than through SA Online's or suppliers own negligence will be for the account and responsibility of the Client.
2. It is the Client's responsibility, unless otherwise stipulated, to ensure there is Power, Water and reasonable security measures for the utilization of Supplier/s.
3. Should a Client require additional services at the time of delivery, and or within less than 24 hour notice, it will be the Client's responsibility to request such services in writing and accept associated costs in their written consent. In such instances, associated costs will be billed for and payment would be required within 48 hours.

Dispute:

1. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be, at the discretion of SA Online, settled informally in accordance with terms laid out by the Arbitration Association of South Africa, and in accordance with the Arbitration Act of South Africa. Should SA Online elect not to proceed in terms of arbitration as provided for herein then, for the purpose of resolving any dispute which may exist or occur between the parties hereto, the parties consent to the jurisdiction of the Magistrate's Court. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant to the Magistrates' Courts Act 32 of 1944, section 45 or any amendment thereof provided that SA Online shall have the right at its sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.
2. The Client and SA Online hereby elect as their chosen domicilium citandi et executandi for all purposes the addresses as recorded in any Tax Invoice, albeit first / deposit or final, issued pursuant to acceptance of this formal Quotation / Contract.

**SA ONLINE IS AN INTERNET BASED SERVICES PROVIDER
P O BOX 18166, WYNBERG, 7824 – OUR VAT # 448 023 8304**

