

# Service Agreement



"A Service Agreement for accepting Quote QHERM-10-07-09"

Please take the following 4 easy steps to secure services.  
Contact us if you need any assistance on 086 111 3958 – 24hr request line!

## Step ONE (1)

**Confirm Your Details.** These are the details of the person signing acceptance and the person or entity being invoiced. Fields marked with "\*" are obligatory - if this information is missing or incorrect – simply fill it in and initial next to it.

First Name	* > text	Fill in missing info
Surname	* > text	Fill in missing info
Landline Number	* > text	Fill in missing info
Cell Phone Number	> text	Fill in missing info
Physical Address to be detailed on invoice	* > text	Fill in missing info
E-mail address	* > text	Fill in missing info
Fax Number if available	* > text	Fill in missing info
Company Name if applicable	* > text	Fill in missing info
Company Vat number if applicable	* > text	Fill in missing info

## Step TWO (2)

**Confirm Service Details.** Fields marked with "\*" are mandatory – if this information is missing or incorrect – simply fill / correct and then initial next to your change or added information.

Service Delivery Date	* > text	Fill in missing info
Applicable commence time	* > text	Fill in missing info
Applicable completion time	* > text	Fill in missing info
Address of Service Delivery	* > text	Fill in missing info
Client Contact at Venue & Number	* > text	Fill in missing info
Amount of Guests   PAX	* > text	Fill in missing info
Nature of the Event	* > text	Fill in missing info
Dress Code – if applicable	* > text	Fill in missing info
Performance Area details if applicable	* > text	Fill in missing info
Tech Check / Pre Arrive / Rehearsal	> text	Fill in missing info

## Step THREE (3)

**Confirm Payment Method and Purchase Details.** You must do this by circling your preferred options and initialling next to each circle. The value and fee of the Service Agreement in Rands is the Grand Total displayed in the accepted quote. If you do not selection an option will be default your payment on an EFT payment. Please refer to our payment Terms.

EFT (Electric Banking Transfer) | Cash Deposit | \* Cheque payments are NOT accepted

If you want a Purchase Order or Reference # included on your invoice, supply the reference here: \_\_\_\_\_

Circle any **FICA** recognised documents you require: Tax Clearance Certificate | Bank Verification Letter

## Step FOUR (4)

**Sign.** Your signature needs to be added to the bottom right hand corner of each page (Quote | Service Agreement | Terms and Condition pages) as well as in the space provided below. Your acceptance signature will constitute a formal agreement and contract recognized by Law, inclusive of:

1. Confirmation that you have read, understood and accepted all terms and conditions.
2. That you have filled in this Agreement entirely, and that the information you supplied is correct and you are legally entitled to sign this contract in either your personal capacity or, in the instance that it is for a company or private entity, that you have permission or a mandate to do so.

\_\_\_\_\_/\_\_\_\_\_/2010  
Acceptance Signature      Date Signed      Time Signed      Location Signed

Please check one last time that you have signed on the bottom right hand corner of every page as well as initialled next to any selection or information you have added as well as completed all mandatory information. You can return this Service Agreement via fax # 086 604 8450 or scan and e-mail [acceptances@sa-online-services.co.za](mailto:acceptances@sa-online-services.co.za) a copy - **Remember to return every page.** You will receive acknowledgment of receipt within 6 working hours.

# Terms and Conditions

## GENERAL

1. Terms and Conditions contained here within are applicable to the Quote and Service Agreement with reference **QHERM-10-07-09**
2. The word "Client" refers to the entity detailed on the Service Agreement under step 1. who has elected to secure services through Entertainment-Online.co.za and accepts our terms and conditions.
3. Entertainment-Online.co.za is a division of SA Online - a **web based services broker** and the Client accepts SA Online's mandate and responsibility is to instruct a Supplier as per details on accepted Quote and Service Agreement. For the Clients protection SA Online can enter into a formal agreement with the supplier/s with identical instructions to that of the Service Agreement and Quote once a Client has fully fulfilled their contractual obligations towards SA Online. Only once a Client has met all their obligations will SA Online be able to confirm services.
4. The word "Supplier" or "Service Provider" refers to any entity producing / delivering / performing, such as, but not limited to, artist/s, entertainer/s, mc/s, presenter/s, band/s, musician/s, support services providers.
5. On receipt of a signed Quote + Service Agreement + Terms and Condition, SA Online will inform relevant Supplier/s that their service/s are required. If at this time a Supplier/s is/are no longer available, SA Online will inform the Client and cancel a Service Agreement. If the Supplier/s is/are available, SA Online will issue invoice/s accordingly.
6. Unless otherwise stipulated, Supplier briefings or rehearsals fees are not included in Service Agreement fees and will be quoted and charged for separately.
7. SA Online and elected Supplier/s will not be held responsible for delivery failure due to a Clients non disclosure or inaccurate service related information nor will a refund be considered in this instance.
8. Under no circumstances is the Client to have any direct communication with a Supplier unless written consent is offered by SA Online. In all other instances communication and instructions must be made timeously through SA Online and SA Online's representative is **XXXXXXXXXXXXXXXXXX**, and contactable on cell # **082 851 0710** and e-mail **#####@entertainment-online.co.za**, and in case of an emergency Entertainment Online's 24hr request line is 086 111 3958.
9. 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)

## PAYMENTS

10. The value and fee of the Service Agreement in Rands is the Grand Total displayed in the accepted Quote and is the amount due to SA Online by the Client.
11. Due to the nature of SA Online's business and associated risk to SA Online and Suppliers, and that in most instances SA Online is required to pre pay a Supplier - Clients must settle their full Service Agreement fee prior delivery of services and in accordance with our payment terms included.
12. A First (deposit) invoice worth 50% of the total Service Agreement fee will be issued to a Client. Funds must reflect in SA Online's account within 10 working days (10 day payment window) from the date the invoice was issued. (Refer to Term 30 for refund conditions)
13. A Second (final) invoice for the remaining 50% of the total service fee is issued at the same time as the First (deposit) invoice. Funds for the Second (Final) invoice must reflect in SA Online's account no later than 15 working days prior the service delivery date.
14. SA Online reserves the option to issue a single invoice if the service delivery date is less than 24 working days away from the date of Clients signature on the Services Agreement and in this instance full payment must be made immediately and no refund will be applicable.
15. Client's funds must reflect in SA Online's account before they are credited to a Client Service Agreement – therefore, it is the responsibility of a Client to ensure that their own payment system operates within SA Online's payment requirements, for example, but not limited to, the Client requiring original documents before they process payment - in this instance the Client must arrange collection of documents from SA Online's head office in time to make payments per our terms.
16. If a Clients payment is made outside of South Africa, the Client must make provision for the exchange rate and delay in payment to ensure that the full Service Agreement fee is paid and reflects in time.
17. Payment slips / proof must include SA Online's Invoice / BK number or Quote number and immediately be faxed to number 086 604 8450 or e-mailed to: [payments@sa-online-services.co.za](mailto:payments@sa-online-services.co.za) with your invoice number detailed. Payments are non refundable.

## SUPPORT SERVICES, PROPERTY AND OTHER

18. Support Services are, but not limited to, related travel, accommodation, technical, security, hospitality, photographers, event managers or any other support services required for successful delivery as stipulated by SA Online in the Quote / Service Agreement / Supplier Riders - Any Service Provider/s terms and conditions will automatically apply during the service delivery period.
19. Unless otherwise stipulated, support services are the responsibility and account of the Client.
20. Support services must be confirmed no later than 15 working days prior service delivery date.
21. In the instance that a Client opts to book Support Services through SA Online, it will be at the discretion of SA Online to bill the full service fee which is to be settled as per the service related terms detailed on either the relating quote or Service Agreement.



22. Any photos, media and marketing material will be for the Clients account and any supporting information or material from the Service Provider/s will only be supplied on reflection of payment in SA Online's account for the first / deposit invoice. Request to publicly advertise a Supplier requires written permission from SA Online.
23. The Client may under no circumstances use any intellectual property acquired through this business transaction such as, but not limited to, Service Provider/s contact details, marketing material, videos or photos, broadcasting rights, directly or indirectly for any other reason other than consented to in writing by SA Online. Any abuse of such property is strictly prohibited and SA Online reserves the right for itself to claim directly or on behalf of its Service Provider/s, for compensation or damages and / or cancel a service – in this instance, the Client will be liable for the full fee as well as legal costs.
24. Should the Client wish to arrange an interview with a Service Provider/s, the Client needs to request same in writing from SA Online, and obtain permission from SA Online in writing. This service is not guaranteed.
25. SA Online reserves the right to have any logo or branding displayed on any equipment, service or staff.
26. Any equipment / property hired / secured through SA Online for the Client is considered to be under the care of the Client and therefore any damage or loss of equipment / property through any action, be it negligence, theft or accident, directly or indirectly related to the Client becomes the Client's full responsibility to repair or replace.
27. SA Online does not claim ownership, management or exclusive rights to any services detailed in our Service Agreement or Quotes. Entertainment Online in essence is a web based services broker for Entertainment and related services generating an income as part displayed in our quotes as "Entertainment Online fee" and part included within the displayed services fee on our Quote.

#### CANCELLATION AND BREACH OF AGREEMENT

28. SA Online reserves the right to cancel a Service Agreement and refund a Client if a Supplier/s is/are no longer available or unable to commit to service delivery with SA Online at the time the Client's funds reflect in SA Online account on condition that the funds reflect within the 10 day payment window referred to in clause 12 under the title "Payment". No refunds will be considered if a Client's first and or final payment are late.
29. In the instance that a Service Provider cancels service delivery post Client's fulfilling their obligations to SA Online, and post the Service Provider confirming services with SA Online, SA Online will endeavour to reclaim the full service delivery fee from the Service Provider to either refund the Client or arrange an alternative Service Provider acceptable to the Client. In this instance and the Client will not hold SA Online liable for any associated damages.
30. SA Online reserves the right to cancel a Service or Agreement or postpone service delivery if a Client breaches any term or condition or attempts to alter event or service detail, ultimately, but not limited to a service delivery error or SA Online's inability to secure a Service Provider or negatively affecting either SA Online's or the Suppliers reputations - in this instance, SA Online can claim at its own discretion the full service agreement fee, part thereof, or damages and costs.
31. For the Client's protection, any damages a Client incurs due to a service delivery error or deliberate action of an elected Supplier/s, SA Online can, at its own discretion, elect to recover funds directly from the Supplier on the Client's behalf or hand the Supplier over to the Client to recover damages directly – provision of such can be included on request of the Client in the agreement between SA Online and the Supplier – in this instance the agreement between SA Online and the Supplier will be supplied to the Client. SA Online will not be held liable for the actions of elected Suppliers.
32. A Client can request to cancel a Service Agreement and in this instance a cancellation fee will be applicable: 100% fee should the cancellation be less than 30 days prior service delivery date, or 50% should the cancellation be over 30 days prior service delivery date. The cancellation fee value is subject to change and will be at the discretion of SA Online and presented at time of cancellation request from the Client.
33. Should the individual signing the Service Agreement not be entitled or have mandate to sign on behalf of the "Client" as detailed in the service agreement, the signing individual will be liable for the Service Agreement Fee.
34. 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.
35. 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**

