

SERVICE

Supplier/s

DETAILS

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Service Delivery details & Contract information (Please write / add missing information & initial)

1. Date: **Thursday the 2nd of February 2017**
2. Performance duration: **4 hours including a 30 minute show.** (Performance cannot be split) Overtime billed at 25% of fee per hour.
3. Performance, start & end: _____
4. Sound check / arrival time: _____
5. Address of Service Delivery (Building name, # in Rd, Room) _____
advise on room: _____
6. The amount of Guests | PAX: between 50 and 100
7. Demographics (Majority Age / Race, Language/ Gender): _____
8. Nature of the Event: _____
9. Performance / Stage Area details: _____
10. Seating & table arrangement: _____
11. Parking arrangement for Supplier: _____
12. Onsite technical company details & contact: _____
13. Are Guests invited or are tickets being sold: _____
14. Other suppliers / artists / acts / shows required: _____
15. Dress code or theme: _____
16. Briefing / sensitivities: _____
17. Any other Client notes / requirements: _____

Support Services, for the Client to require: _____ included in fee.

PRICE (RANDS)

35 400.00

Example Document Only



CLIENT DETAILS:

Please write / add in any missing information

Form fields for Client Details: First Name, Surname, Physical Address, Postal Address (to display on invoice), Company name & Reg. (if applicable), Client I.D. # or entity Reg / NPO / NGO #, Vat number (if applicable), E-mail address, Cell Phone / SMS # / WhatsApp / Data #

Note: SA Online uses Email, Cell Phone / WhatsApp / Data Calls / SMS.

CLIENT ACCEPTANCE OF FEE, SERVICE & TERMS

Upon signature by Client this agreement becomes a legally binding contract between the Client and SA Online. Client confirms to have read and understood all pages (#3 pages {quote/agreement/terms} + #1 pages addendum/s) and is duly authorized and accepts all terms and all costs. Furthermore the Client understands that this agreement supersedes any prior written or spoken arrangements or Clients own terms. No changes can be made post acceptance unless approved by SA Online. Client accepts SA Online reserves the right to ask for proof of identification of the signing person for higher value sales. (ID Book / Drivers License / Passport) Please return acceptance via either method:

Email: acceptances@saonline.africa or Smartphone Photo of this [entire page](#) via WhatsApp: +27 (0) 72 847 9649

Signature line with labels: Write Full name, Write Location signed, Write Date & Time, Add Signature

SA ONLINE IS AN INTERNET BASED SERVICES PROVIDER

SA ONLINE is a boutique web-based services business. www.saonline.africa | WhatsApp Chat / Message / Voice Note / Data Call / Phone: +27 (0) 72 847 9649

TERMS

- 1 Entertainment-Online.co.za is a division of SA Online. 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.
2 Support Services refers to additional services or support for the Clients to arrange at own cost such as but not be limited to Technical, Accommodation, Hospitality, Travel, Security, Parking, Power and Water. Related services will be detailed on the quote or an Addendum with the same reference as this contract and therefore inclusive of this agreement. SA Online reserves the right to cancel service and charge full contract fee if a Client fails to present confirmation or details to support services on request of SA Online.
3 Services are not confirmed until the Client has met every contractual obligation in full and written confirmation of services is given to the Client from SA Online.
4 The Client accepts that Entertainment-Online.co.za does not claim management or ownership of any Service Provider/s, nor is necessarily the owner of property and in most instances acts as a service broker or a booking intermediary between Client and elected Supplier/s. Entertainment-Online.co.za earns a commission on billable services. See bill of costs: www.entertainment-online.co.za/entertainmentonlinebillofcosts.htm
5 The Client accepts that Main Services are paid prior service delivery date in full, therefore in the instance that a Client's payment is late, resulting in a Supplier no longer being available or able to deliver or commit to a service / delivery date / time, service detail, at the time payment has cleared in SA Online's account, SA Online will not be held responsible for service delivery failure as a result of a Clients late payment. Refunds will not be given in this instance. A Client must ensure payment is made in time.
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 has been accepted by the Client first.

- 8 No Service can be advertised, publicised, filmed, photographed or sold / hired in any way, directly or indirectly, by the Client without SA Online's written consent in writing. All marketing material must be approved by SA Online prior to usage. SA Online reserves the right for Supplier or own Company Branding onsite subject to written notice issued to the Client.
- 9 Supplier and Client briefings, rehearsals, dry runs, or consultations, at Client location are not automatically included in Service Agreement fees unless stipulated in writing and will be charged for separately.
- 10 It is the Client's responsibility, unless otherwise stipulated, to ensure there is Power, Water, reasonable Security measures for the utilization of Supplier/s as well as full force Public liability insurance. SA Online reserves the right to request at any time confirmation of arrangements and where applicable related certificates and confirmation documents. SA Online reserves the right to cancel if the Client does not present on request and charge full contract fee.
- 11 When applicable, VISA, entry conditions, medical needs, process, management and costs are for the Clients account. SA Online reserves the right to cancel services and charge full contract fee if a Client does not provide these services in a timeous manner.
- 12 SA Online will not be held liable for delivery failure as a result of acts outside of SA Online's reasonable control, such as but not limited to death/medical issues, theft, weather, traffic, flight, accidents, protests, natural disasters. No refund will apply in these instances. SA Online will try to negotiate a part credit for a future event / date, however this is subject to the Supplier approval and cannot be guaranteed.
- 13 In the instance that there is a service delivery error / failure due to a Supplier/s direct doing, or negligence, other than acts of God, the Client will be entitled to a full or part refund. All pertinent factors will be considered by SA Online in order to determine the refund value and the Client must afford SA Online a reasonable period of time (not exceeding 2 weeks) to investigate and determine the refund value. The Client must remain fully cooperative during this process. The Supplier will be given 10 days to present the refund. The Supplier is fully liable for the refund.
- 14 Under no circumstances is the Client to have any direct communication with a Supplier/s unless written consent is offered by SA Online. SA Online reserves the right to cancel services if this term is breached and no refund will apply.
- 15 If a Client elects (directly or indirectly) to book a Supplier/s for repeated service/s it must be done through SA Online, or SA Online reserves the right to charge the Client a fee of up to 20% of the total related as well as any additional admin and legal costs to recover related fees.

Payment:

1. Cheque and Credit card payments are not accepted. Only EFT payments in South African Rands (ZAR) are accepted and must have the invoice BK number as a payment reference. Payment slips must be sent immediately via e-mail to payments@sa-online-services.co.za or fax: 086 604 8450.
2. SA Online does not accept remittance advice slips or purchase orders as proof of payment. SA Online reserves the right to validate payments with financial institutions.
3. The Client's funds must clear in SA Online's account before it can be 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.
4. Payments made out of South Africa will: 1) automatically be billed 5% extra to accommodate exchange rates / bank fees / extra admin, 2) be issued with a single and full invoice, 3) require immediate payment.
5. If otherwise not stipulated in writing on the applicable invoice: the payment for Main Service is invoiced in two parts: 50% of the fee as a deposit. This fee is payable within 10 days from date of issued invoice. The remaining 50% fee is due no later than 31 working days prior service delivery date detailed under Step 1 of Service Agreement for Main Service (earliest date if multiple dates are used).
6. SA Online reserves the right to issue 1 Invoice for the full Main Service fee if: A) Suppliers cancellation terms are 100% regardless of notice given, B) the service delivery date (earliest date if multiple dates are used) is less than 31 days from date of acceptance as detailed under step 3 of the Service Agreement, C) if a service is delivered outside of South Africa. In these instances, the full invoice must be paid immediately (cleared in SA Online's account within 48 hours from time of invoice being issued). SA Online furthermore reserves the right to issue 1 Invoice for the full Main Service fee if the deposit and balance invoices would have been due within 10 working days of each other. In this instance the full invoice must be paid by the date stipulated in the invoice.
7. If a Client instructs SA Online to arrange Support services in writing, fees will be billed for 100% in advance and the full invoice must be paid immediately. 100% cancellation fee will apply and no refunds can be given.

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 and/or poor, irregular or infrequent communication.
2. A Client Breach can include a single or multiple Service Delivery detail & Contract information change not approved by SA Online, for example but no limited to a date change or postponement / time change or delayed service start time, venue / supplier change, or failure to deliver any requirements, meet any terms, deliberate / irresponsible / negligent Client actions, / late payment. No refunds will be considered in such instance/s and SA Online will be entitled to claim for full costs of the Service Agreement/Contract, as well as additional costs such as damages to property / reputation, and own attorney costs, and / or costs relating to extra administration or professional time.

Cancellation & Dispute:

1. SA Online reserves the right to cancel services and refund a Client if a Supplier/s is not available or in the position to deliver services at the time applicable funds clear in SA Online's account on condition the Client is not in breach of any terms or conditions at the time SA Online issues a cancellation notice.
2. A Client has the right to cancel services but will be charged a 100 % cancellation fee when the Client offers 32 working days cancellation notice or less from date of service delivery. (earliest date if multiple dates are used).
3. A Client has the right to cancel services but will be charged a 50 % cancellation fee when a Client offers 33 working days cancellation notice or more from the date of service delivery. (earliest date if multiple dates are used).
4. 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.
5. 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 Service Agreement.

End of terms.

