



SERVICE AGREEMENT >>>

SERVICE DETAILS.

- Supplier Details XXXXXX
- Duties XXXXXX
- Date XXXXXX
- Time XXXXXX
- Location XXXXXX
- Amount of guests XXXXXX
- Nature of event XXXXXX
- Extra details XXXXXX

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QUOTE

Fee/Costs XXXXXX

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SPECIAL CONDITIONS and/or SUPPORT SERVICES for Client care:

- XXXXXX
- XXXXXX

This section might be updated via written notice.

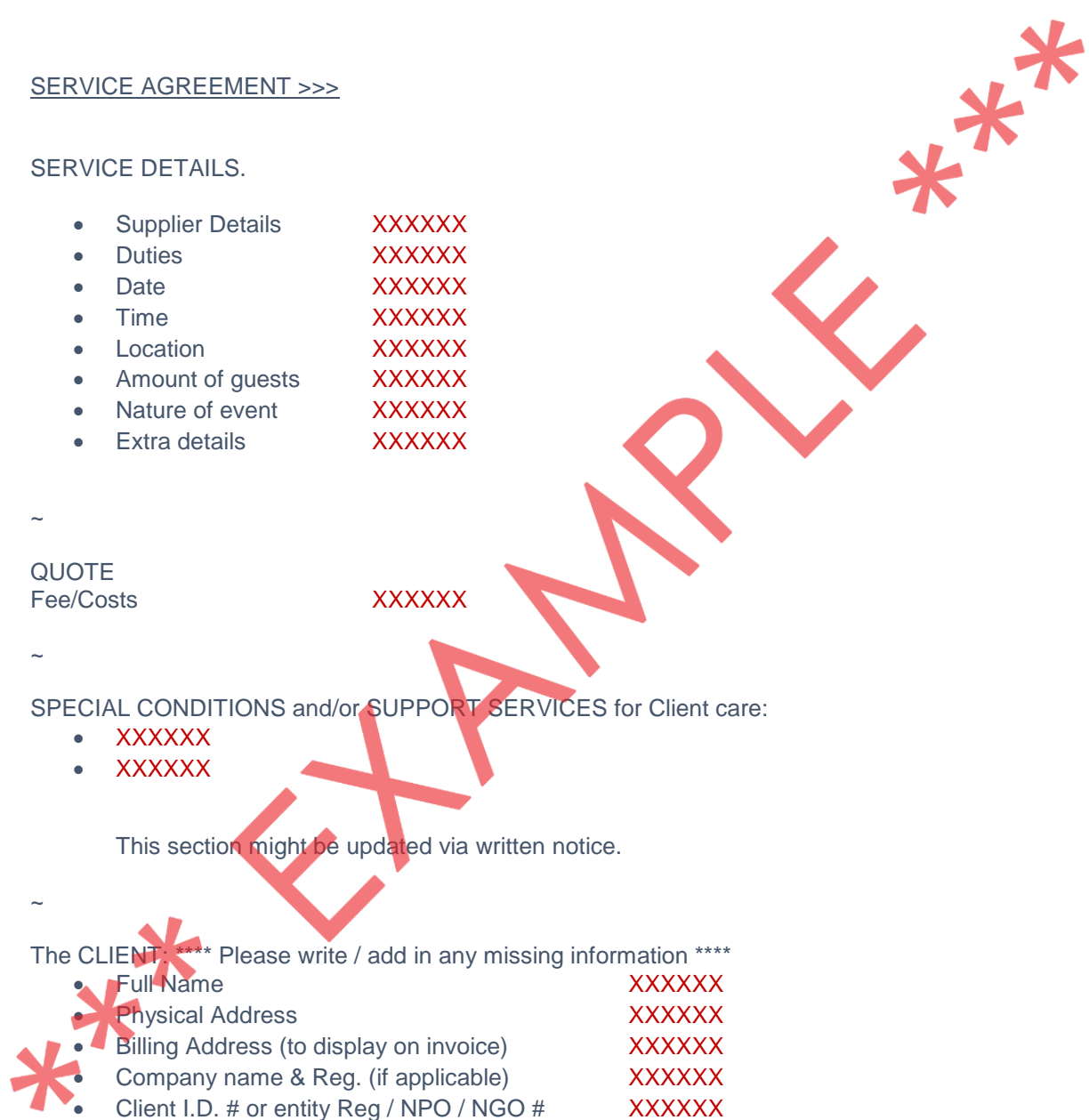
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The CLIENT: \*\*\*\* Please write / add in any missing information \*\*\*\*

- Full Name XXXXXX
- Physical Address XXXXXX
- Billing Address (to display on invoice) XXXXXX
- Company name & Reg. (if applicable) XXXXXX
- Client I.D. # or entity Reg / NPO / NGO # XXXXXX
- Vat number (if applicable) XXXXXX
- E-mail address XXXXXX
- Cell Phone / SMS # / WhatsApp / Data # XXXXXX
- Your Birthday (So we can wish you!) XXXXXX

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CLIENT ACCEPTANCE, SERVICE, CONDITIONS & TERMS.



**We want you to enjoy the experience with us.** We know conditions can be 'sticky points', but they are important to manage expectations and responsibilities of all parties concerned. Once this Agreement has been accepted, it confirms you have read, understood, and agreed to everything included and fully obligating yourself to the related costs. In addition you confirm you are duly authorized to do so and that this agreement supersedes any prior written or spoken arrangements.

www.Entertainment-Online.co.za has only the **very best options** on its websites and maintains its position as the most **professional** and **Client centric** company in South Africa in its sector. You can engage, get updates, news and info on new options from our [Youtube](#) and [Facebook](#).

GOOD TO GO?

You are **Awesome, Uyamangalisa, Wonderlik, Uyisithandwa!**

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#### SECTION A aka HOW TO CONFIRM

A Client can accept this Service Agreement as a legally binding contract using any of these methods:

1. (When available) a Digital Acceptance using our e-system (Xero) by clicking the 'Accept' e-link,
2. An Email acceptance by replying to this original email thread and confirming in writing that you accept / wish to proceed / wish to confirm.
3. A signature on a printed version (full PDF or Email) of this full Service Agreement in the space provided below. Then scan and return.

Full name: \_\_\_\_\_ Location: \_\_\_\_\_  
Date: \_\_\_\_\_ Signature: \_\_\_\_\_

#### SECTION B aka PAYMENT METHODS

EFT payments are the default payment option. A Client can make payment via Credit Card or select Digital Currency if they accept additional terms and costs will apply. Please 'Circle' or **Bold** your payment preference below IF NOT an EFT:

1. Credit Card,
2. Digital Currency, (Bitcoin Only).

#### SECTION C aka GENERAL TERMS

1. 'Entertainment-Online.co.za' is a division of SA Online ([www.saonline.africa](http://www.saonline.africa) | Sole Proprietorship JP Klein | Std 2, #12, 4th Avenue, Melville Johannesburg | VAT#: 4480238304). Bank verification letter, tax clearance, ID and BEE status documents are available on request. Should a Client require any other documentation from us or to be completed, it will be subject to SA Onlines approval and conditions, a Client cannot delay a payment due to their own payment policies.
2. The 'Client' is mandating Entertainment-Online.co.za to secure the services of a Supplier on their behalf. This is done on a 'per booking' / 'per project' basis, and not an employment contract. Should a Client make use of the same Supplier / services for future dates, the account is to be channelled through Entertainment-Online.co.za
3. All services are subject to details agreed to at the time of Client acceptance of this Service Agreement, including but not limited to: which Suppliers, date, times and venue. Any request by a Client to change any details are subject to SA Onlines approval, and a Client accepts that a new Quote / Service Agreement and / or new invoices will apply.
4. 'Primary Services' are Suppliers such as but not limited to entertainers, shows, keynote speakers, MCs, bands, DJs, musicians, poets, buskers and other event / function professionals. 'Support Services' are additional services required by a 'Primary Service' supplier to execute their tasks, for example, but not limited to, technical, travel, hospitality, electricity, parking and water. These Support Services are for the care of a Client, but the details are 100% subject to SA Online approval. In some instances Entertainment-Online.co.za can quote and provide Support Services on a separate invoice.

5. 'Support Services' are tailored per booking, and the details will be sent to a Client via email and on related Riders. SA Online reserves the right to cancel Primary Services if a Client fails to make adequate and/or timeous arrangements.
6. The Client accepts that all services are paid prior / upfront and in full, in line with details within this Service Agreement and/or displayed on invoice. Any late payments resulting in a Supplier no longer being available or able to deliver or commit to a service at the time funds clear in SA Online's account will unfortunately constitute a Client breach and SA Online will not be held responsible for service delivery failure.
7. No service, show, entertainer, performance detail, image, links, content, sound, video, brand, trademark or intellectual property of any sort can be advertised, publicised, filmed, recorded, photographed, streamed, put onto the internet, copied, distributed, edited, sold / hired in any way, directly or indirectly, by the Client without SA Online's explicit written consent. SA Online reserves the right for own Company Branding to be included on any marketing material online, printed or onsite.
8. Briefings, rehearsals, dry runs, production work, consultations or any other professional time will be charged for separately.
9. It is the Client's responsibility, unless otherwise stipulated, to ensure there is electricity, water, security, public liability insurance, safe parking and hospitality throughout the roll out of all services.
10. When applicable, VISA, entry conditions / process and costs, medical needs and fees, and related management are for the Clients account and timeous management.
11. SA Online will not be held liable for service delivery failure as a result of factors / acts outside of SA Online's or the Suppliers reasonable control, such as, but not limited to, any 'Act of God', death/medical issues, theft, crime, strikes, weather, traffic, flight, loadshedding, accidents, protests, state of emergency or natural disasters, civil unrest, poor or inaccurate Client communication. In these instances no refunds will apply.
12. If there is service delivery failure due to a Supplier/s and/or entertainment-online.co.za's deliberate negligence or factors within their reasonable control, the Client will be entitled to a credit or refund. All pertinent factors will be considered to determine the value and the Client must afford SA Online a reasonable period of time to obtain written submissions from all parties involved and conclude a review. In the instance that fault is found to be exclusively that of a Supplier, the Client will pursue direct losses and damages from them and absolve SA Online of liability.
13. Under no circumstances is the Client to bypass or exclude Entertainment-Online.co.za from any communication related to or with a Supplier, such an act other than being a tad impolite, creates record and liability risks, therefore: direct Supplier and Client communication is subject to SA Online approval, and SA Online reserves the right to cancel services if this term is breached.
14. When engaging with SA Online, a Client is opting in and accepting our Terms of Use, Privacy & POPI Policy as detailed at [Link](#)
15. Feedback is really important. You can use [Facebook Review](#), [Google Review](#) or [www.HelloPeter.com](#) to share your wonderful experience with the public. If you wish to offer constructive negative feedback please first alert the Owner directly by using this link and you will get a reply very quickly! [The Owner](#)

#### SECTION D aka PAYMENT TERMS:

1. Unless stipulated on an invoice, all payments are due within 5 working days of date of invoice.
2. (Credit Card Only).The related invoice will include an E-link. The transaction and/or 3rd party payment processing fee of 4.5%+ above will be added to the Client account.
3. (Digital Currency Only). SA Online will provide e-wallet / e-link / QR code on an official email and/or invoice. The transaction and/or 3rd party payment processing and/or currency conversion fees will be added to the Client account. If there is a currency value fluctuation SA Online will reissue an invoice with amended charges. When a Digital Currency refund is due it will be made to the Rand value that reflected in SA Onlines ABSA account only. Digital Currencies are subject to additional regulations and policies, a Client must ensure they are compliant.
4. All payments must include the invoice BK number (displayed on invoice) as a reference. Payment slips can be sent to [payments@saonline.africa](mailto:payments@saonline.africa). SA Online will not accept remittance advice slips, purchase orders, or good will payment emails as proof of payment. Funds must clear in SA Online's ABSA bank account before they are credited to a Service Agreement. Digital Currency or Credit Card payments are delayed by 3-7 days.
5. 50% deposit is charged and the remaining 50% fee is due 31 working days prior service delivery date. SA Online reserves the right to issue a full invoice if an acceptance is less than 45 days away from the service delivery date and/or if the service is a Support Service. If an acceptance is received

with less than 5 working days' notice, 100% payment will be due immediately (within 8 working hours).

#### SECTION E aka CANCELLATION & DISPUTES & BREACHES:

**A plea from us.** Our office has commitments to Suppliers and standards to uphold. Cancellations and breaches result in loss of income, use extra professional time, and can lead to reputational harm. Whenever possible let's try to find a 'middle ground' together.

1. A Client can cancel a Service Agreement for any reason, but it must be done via email, and a 100 % cancellation fee will be charged if 32 working days notice or less is offered from the date of service delivery. A 50 % cancellation fee will apply if 33 or more working days cancellation notice is given.
2. If a Client wishes to 'move' a date or time, or 'reschedule' a service, they must, in email, make a request to cancel their current Service Agreement and ask to accept a new Service Agreement for a new date and time, but the Client accepts that a cancellation fee as per point 1 of this section can be applied. Under these circumstances Entertainment-Online.co.za will endeavour to negotiate a lesser cancellation fee, but this is subject to the Suppliers support and availability.
3. SA Online can cancel a Service Agreement / Supplier and / or related services if there is any evidence or instance of Client breach of terms or conditions. In this instance no refund will apply and a Client will be liable for the full Service Agreement fee and any additional costs or damages not limited to legal, reputational and professional time.
4. If a Supplier cancels a service booked through Entertainment-Online.co.za, the Client will be entitled to a credit or refund determined by SA Online on condition point 11 under section C is not applicable.
5. In any instance of a breach or alteration of this Agreement, SA Online reserves the right to formally review the matter and a Client must give SA Online a reasonable period of time to issue a written Review Notice and Outcome. If a Client wishes to challenge a Written Review Notice and Outcome, they must offer written feedback that includes substantive, factual and legal points.
6. In the instance that either parties are unable to resolve the dispute, it will be at the discretion of SA Online to first insist that the Client refer the matter for review by an appropriate Ombudsman or appropriate Review Authority, or settled informally by the Arbitration Association of South Africa. SA Online also has the right to insist the matter be dealt with by a Court of Law, and within this Agreement both parties hereby consent to the jurisdiction of the Magistrate's Court. SA Online can, at its sole option and discretion, 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.
7. A professional, courteous, safe and constructive working environment is imperative to SA Online. If there is any instance of abuse / threats / actions that: hinder business operations or incite harm to a representative of SA Online, or SA Online the business, either directly or indirectly, publically or in person, or via e-methods; related to work duties, career, reputation, rights, liberties, income, safety or integrity, SA Online reserves the right to immediately terminate services. No refunds will be made and depending on the nature of the incident or abuse, SA Online may pursue legal action and / criminal charges without further notice. All legal costs, damages and losses will be pursued against the offender.
8. The Client and SA Online hereby elect as their chosen domicilium citandi et executandi for all purposes the addresses as recorded in this Service Agreement. Any official legal notice must be issued to SA Online's Legal Practitioner at office address displayed at: [www.vhkp.co.za](http://www.vhkp.co.za) and for attention of Anneline Nell and Lenay Barnard.

END OF SERVICE AGREEMENT >>>>