

## CONDITIONS OF TRADING

### IT IS AGREED BETWEEN THE FIRST ORDER (PTY) LTD AND THE CLIENT

**1. AGREEMENT** These general conditions shall govern all dealings between THE FIRST ORDER (PTY) LTD and the CLIENT to the exclusion of all other agreements, general terms and trading of the CLIENT or general conditions of the CLIENT or any other documents unless specifically agreed in writing by THE FIRST ORDER (PTY) LTD

**2. DEFINITIONS** The head notes and preamble to these conditions are for reference purposes only and shall not in any way affect the construction or interpretation of anything herein contained. Words signifying the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter.

### 3. PRICE

**3.1** The CLIENT will be charged for and will be liable for the charges in respect of all services on the time basis as referred to on the quote.

**3.2** Any price quoted in any quote form or quotation shall only be in respect of the hours/days stipulated therein which quantity of hours/days is a rough estimate only. Should any be used for any period of time in excess of the hours stipulated then the CLIENT will be liable for the additional time at the quoted rates thereof. Should any services used for any period of time shorter than that furnished in any quotation then the CLIENT will still be liable for payment of the full periods stipulated in such quotation, unless otherwise agreed.

**3.3** All prices quoted or furnished are Nett and no discounts whatsoever shall be allowed unless agreed to by THE FIRST ORDER (PTY) LTD in writing.

### 4. CLIENT'S UNDERTAKINGS AND OBLIGATIONS

**4.1** The CLIENT warrants that :

**4.1.1** It has the right and authority to place orders and accept cost estimates in accordance with those terms and conditions and gives THE FIRST ORDER (PTY) LTD the right to make copies and duplicates of the CLIENTS materials.

**4.1.2** It shall not infringe any third party's copyright or any other rights.

**4.1.3** Its materials do not contain anything which in any way infringes any statute.

**4.2** The CLIENT hereby indemnifies THE FIRST ORDER (PTY) LTD and holds her harmless against any loss arising from any claim including legal fees as well as damages and expenses as a result of a breach of any term contained herein, and/or any conduct or omission of the client.

### 5. PAYMENT

**5.1** Unless agreed to by THE FIRST ORDER (PTY) LTD in writing, the full price in respect of the use of services shall be made as follows: 50% of the quoted amount will be due before any work commences, with the balance due on the day of delivery.

**5.2** In the event of any amount not being paid on due date by the CLIENT to THE FIRST ORDER (PTY) LTD then all further amounts owing by the CLIENT shall immediately become due and payable.

**5.3** In the event of a CLIENT tendering a cheque or any other negotiable instrument then payment will only be deemed to have been made once the said cheque or negotiable instrument has been met by the relevant bank or paying authority.



## **6. WORKING HOURS AND RATES**

- 6.1** Rates are for a ten hour day. Overtime is charged thereafter. A standard day includes ONE HOUR for Lunch/meal times.
- 6.2** A half day is anything up to 5 hours.
- 6.3** A normal week starts on Monday and ends on Friday (with the consecutive days in between)
- 6.4** Briefing sessions or any other tasks directly related to the designer's tasks will be considered part of working day.
- 6.5** Overtime – is charged in line with CPA regulations. First 4 hours at time & half, thereafter double time. Hourly charge increases commensurately with premium days
- 6.6** Premium days – Saturdays, Sundays and SA public Holidays are charged as premium days. Rate of pay for Saturday's is time and a half the daily rate. Rate of pay for Sundays and Public holidays is double the daily rate.
- 6.7** Away work – Suitable accommodation must be provided (unless negotiated otherwise) for away work.
- 6.8** On acceptance of the quote, the CLIENT becomes liable for the costs detailed therein unless the CLIENT notifies THE FIRST ORDER (PTY) LTD to the contrary, in writing, within 12 hours of the quote being accepted, provided that no work has been done.
- 6.9** Once work has commenced, a minimum cancellation fee of 50% will apply, unless the period of time already spent exceeds the value of 50% of the quote. In which case, the CLIENT will be liable for all costs incurred up until the time of the cancellation.
- 6.10** A 100% cancellation fee will apply after 48 hours of the quote being accepted.

## **7. GENERAL**

- 7.1** These conditions constitute the whole and entire agreement between the parties. Any previous agreements in conflict with the provisions hereof contained are hereby cancelled and there are no agreements, representations or warranties between the other than those specifically set forth herein.
- 7.2** No indulgence on the part of either party in exercising any right conferred upon such party in terms hereof shall constitute a waiver or such rights, nor shall nay single or partial exercise any right preclude any other or future exercise thereof or the exercise of any other right in terms hereof.
- 7.3** No variation or modification of these general conditions shall be of any force or effect unless the same has been confirmed in writing and signed by both parties and then such variation or modification shall be effective only in the specific instance and the purpose and extent for which it was made or given.
- 7.4** Should any paragraphs, clause or part thereof be found to be invalid for whatsoever reason then to the extent possible such paragraph, clause or part thereof shall be deemed to be severable and shall no effect the validity of the balance of these conditions.
- 7.5** The CLIENT hereby consents to the jurisdiction of any Magistrate Court, which at the time of the proceedings in question has jurisdiction in terms of Section 28 (1) of the Magistrate's Court Act (as amended). Notwithstanding the a foregoing parties specifically agree that THE FIRST ORDER (PTY) LTD may in her discretion, institute proceedings in any division of the Supreme Court of South Africa having jurisdiction. The client consents to pay costs on the attorney and client scale.

