

# **SERVICE LEVEL AGREEMENT**

## **BETWEEN**

**A van der Merwe Consulting Pty Ltd t/a SDF Corp**

**Reg. No. 2014/090499/07**

**HERERAFTER "SDF CORP"**

## **AND**

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## Company Information

Company Information										
Company entity (✓)	Company		Closed Corp		Partnership		Sole Trader		Trust	NPO
Registered name of the Company:										
Trade Name:										
Company Registration No				VAT Registration No						
Financial Year End				Year Commenced Business (in its present form)						
Nature of Business										
No. Employees				SDL no.						
Annual Turnover			Less than R10m		Between R10m and R50m			Above R50m		
<b>Members / Directors / Owners information (please add an addendum if Members / Directors exceed the space provided):</b> <b>Please see footnote regarding Duly Authorised Representatives (DAR) *</b>										
Full Name & Surname					ID Number					
Residential Address and Phone Number (Full address )										
Designation					Contact number					
Email address										
Receive correspondence			Receive Billing information			Assign as Duly Authorised Representative *				
Full Name & Surname					ID Number					
Residential Address and Phone Number (Full address )										
Designation					Contact number					
Email address										
Receive correspondence			Receive Billing information			Assign as Duly Authorised Representative *				
Full Name & Surname					ID Number					
Residential Address and Phone Number (Full address )										
Designation					Contact number					
Email address										
Receive correspondence			Receive Billing information			Assign as Duly Authorised Representative *				

Company Address Information			
Telephone number		Fax Number	

Additional Contact Person or Independent Duly Authorised Representative (Please see footnote regarding DAR*)			
Full Name & Surname		ID Number	
Residential Address and Phone Number (Full address )			
Designation		Contact number	
Email address			
Receive correspondence	<input type="checkbox"/>	Receive Billing information	<input type="checkbox"/>
		Assign as Duly Authorised Representative *	<input type="checkbox"/>
Full Name & Surname		ID Number	
Residential Address and Phone Number (Full address )			
Designation		Contact number	
Email address			
Receive correspondence	<input type="checkbox"/>	Receive Billing information	<input type="checkbox"/>
		Assign as Duly Authorised Representative *	<input type="checkbox"/>

Banking Information**:			
Account Name			
Bank Name		Branch	
Branch Code		Account Number	

Agreement terms and Monthly Retainer					
SLA is valid from		To:			
Retainer Amount (Including VAT)					
Payable monthly on	Date:		EFT		Debit Order***

**Footnotes:**

\* An entity with more than one member / director / owner may assign a Duly Authorised Representative (DAR) to act on their behalf by means of a resolution. This representative may also be an independent person. If a person has been assigned as the DAR please complete Addendum A names Resolution.

\*\* Please provide proof of bank account.

\*\*\* A Debit order mandate will be prepared and sent to the DAR or main contact person.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

before the undersigned witnesses

_____	_____	_____	_____	_____	_____
Signature	Full Name	Designation	Witness Signature	Witness Name	Full

## Resolution to sign on behalf of Company

**RESOLUTION** of a meeting of the Board of "Directors / Members / Partners of:

\_\_\_\_\_

(legally correct full name and registration number, if applicable, of the Enterprise)

held at: \_\_\_\_\_ (place) on \_\_\_\_\_ (date)

**RESOLVED** that:

1. The Enterprise may enter into an agreement with \_\_\_\_\_ in respect of \_\_\_\_\_
2. \*Mr/Mrs/Ms \_\_\_\_\_ with ID # \_\_\_\_\_ in \*his/her capacity as: \_\_\_\_\_ (position),

Who will sign as follows: \_\_\_\_\_ (Signature) is hereby authorised to sign any and all other documents and/or correspondence in connection with and relating to the agreement as well as to sign any Contract and any and all documentation, regarding amendments to the agreement with \_\_\_\_\_.

3. The following Cellphone number belongs to the abovementioned person and may be used for verification purposes: \_\_\_\_\_.
4. The following email address belongs to the abovementioned person and may be used for correspondence purposes: \_\_\_\_\_.

#	NAME & ID NUMBER	CAPACITY	SIGNATURE
1.			
2.			
3.			
4.			

**NOTES:**

- \*Delete which is not applicable
- **NB:** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

## Written Mandate

### A. Authority

Given by <i>(name of Accountholder)</i>			
Legal Entity Type			
Legal entity #			
Authorized Representative			
ID # of Authorized Representative			
Address			
Contact telephone number		Fax #	
Email Address			
Bank			
Branch and Code			
Account Number			
Type of Account <i>(delete that which is not applicable)</i>		Current (Cheque) / Savings / Transmission	
Amount (Including VAT)	R	Or a variable Amount to a <b>maximum</b> of	R
Date			
To <i>(name of beneficiary)</i>		SDF Corp	
Registered Abbreviated Name *		SDFCorp	
Beneficiary's Address		Unit b5, Building 6, Fairways Office Park, Niblick Way, Somerset West, Cape Town	
Beneficiary Contact Number		021 852 6360	

This signed Authority and Mandate refers to our contract dated \_\_\_\_\_ ("the Agreement").

I/we hereby certify that I am duly authorized to act on behalf of the abovementioned Legal Entity and have been elected and qualified as per the attached resolution.

I/We hereby authorize \_\_\_\_\_ to issue and deliver payment instructions to your Banker for collection against my/our above-mentioned account at my/our above-mentioned Bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement and commencing on \_\_\_\_\_ and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address as indicated above. The individual payment instructions so authorized to be issued must be issued and delivered as follows: monthly, bi-monthly, three monthly, six monthly, annually, weekly, bi-weekly **(delete that which is not applicable)**.

In the event that the payment day falls on a Sunday, or recognized South African public holiday, the payment day will automatically be the very next ordinary business day.

### EDO Transaction (Optional)

I/we authorize the use of a tracking facility as provided for in the EDO System at no additional cost to myself/us. This is to ensure that I/we meet with the obligations of this agreement.

### Representation on failure (pick one)

I/we authorize the use of a tracking facility in the event that there are insufficient funds in the nominated account to meet with the obligation of this agreement. An unpaid debit order necessitates representation at my/our bank for payment which will be no more than \_\_\_\_\_ day(s) after the initial failed transaction and a maximum of \_\_\_\_\_

\_\_\_\_\_ day(s) (more than 1) tracking will be applicable. Should this payment fail, I/we will make an arrangement for payment.

I/we authorize representation in the event that there are insufficient funds in the nominated account to meet with the obligation of this agreement. An unpaid debit order necessitates representation at my/our bank for payment which will be no more than \_\_\_\_\_ day(s) after the initial failed. Should this payment fail, I/we will make an arrangement for payment.

I/we do not authorize representation in the event that there are insufficient funds in the nominated account to meet with the obligation of this agreement. I/we will make an arrangement for payment.

I/We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks. I also understand that details of each withdrawal will be printed on my bank statement. Such must contain a number, which must be included in the said payment instruction and if provided to me should enable me to identify the Agreement. This number appears in Section E of this agreement.

**B. Mandate**

I/We acknowledge that all payment instructions issued by you shall be treated by my/our abovementioned Bank as if the instructions have been issued by me/us personally.

**C. Cancellation**

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you.

**D. Assignment**

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Assisted By)

Full names: \_\_\_\_\_

Full Name: \_\_\_\_\_

(Name and Surname of Authorized representative)

**E. Reference Number \*:** (number / reference that will appear on the bank statement) \_\_\_\_\_

Footnotes:

\* This reference is a short name registered with the bank that will appear on the client's bank account.

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## TERMS AND CONDITIONS

### 1. INTRODUCTION

This Service Level Agreement is drawn up to ensure effective understanding, quality of service and communication in the processes of Planning, Implementation, Submitting and Monitoring of compliancy to the law of the Republic of South Africa, i.e. Labour Relations Act, Basic Conditions of Employment Act, Skills Development Levy Act, Skills Development Act, Employment Equity Act, BBBEE Codes of Good Practices, Occupational Health and Safety Act, but not limited hereto.

### 2. DEFINITIONS

In this Agreement, unless inconsistent or otherwise indicated by the context; -

"Agreement" means this Service Level Agreement and includes the Annexure to this Agreement

"Parties" mean the signatories to this Agreement

"Legislation" means law which has been promulgated (or "enacted") by a legislature or other governing body

"Company" means SDF Corp. as your Supplier

"Client" means the measured entity that agrees and signs the Service Level Agreement

### 3. PURPOSE OF THIS AGREEMENT

The parties will enter into this annual agreement in order to:

- Sustain continuity in communication
- Ensure obligation to legislation
- Record tracking of policies and procedures
- Ensure quality of service

### 4. OBLIGATIONS OF THE COMPANY

The Company undertakes to provide the Client with the following:

- Communicate research in the industry regarding legislation
- Facilitate Grant options given by Government Bodies
- Plan, Facilitate, Implement and Monitor legislation
- Facilitate information sharing between Client and Government Bodies
- Manage the workplace skills planning evaluation process including acceptance of delays, changes and any additional consultation between Client and Government Bodies
- Liaise with the Government Bodies on behalf of the Client
- Be unbiased in dealing with employer and employee constituencies



- Inform the Government Bodies of related aspects and developments with regards to the Client
- Subscribe to and foster a culture of continuous professional improvement and development
- Engage in continuing professional development activities as appropriate
- Queries and requests of the Client followed up within a twelve hour time span and conducted professionally
- Ensure that the Client's BEE Verification level as a BBEE Contributor is upheld and improved.

## **5. OBLIGATIONS OF THE COMPANY RELATING TO PROFESSIONAL BEHAVIOUR**

The Company will abide by the following:

- The Company will not accept bribes
- The Company will subscribe to professionalism, integrity, honesty, confidentiality, client focus and quality
- The Company will perform their functions in good faith, giving full effect to the obligations and spirit of legislation and any related regulation
- Abstaining from any conduct of interest that may conflict with legislation and or regulatory framework
- The Company will treat all information received from the Client confidential and will not be discussed with any party other than the relevant Client.
- The Company will discharge our duties with diligence and punctuality
- The Company will not profit from confidential information acquired from Clients while engaged or after termination of our relationship with the Client
- The Company will act at all times in the interest of the Client in relation to the Government Bodies and other members
- The Company will endeavour to promote a culture of consensus at all times
- Contravention of these obligations will result in disciplinary action against the Company, and expulsion from Government Bodies.

## **6. OBLIGATIONS OF THE CLIENT**

- To provide the Company with information to ensure the successful application of legislation
- Ensure that the information adheres to the Government Bodies guidelines and standards
- Ensure that tracking records are kept as requested according legislation
- Ensure that employees tracking records are updated monthly
- Submit a monthly spreadsheet, pre-defined and updated by the Company, ensuring timorously submission of reports to Government Bodies.
- Adhere to legislation

## **7. MEASURING AND EVALUATION OF THE PERFORMANCE OF THE COMPANY**

- Submission of Workplace Skills Plans, Annual Training Reports before Deadline
- Submission of Employment Equity Reports before Deadline

- Submission of Grant Proposals offered by relevant Seta's
- Ensuring an acceptable level as agreed by both parties as a Broad Based Black Economic Empowerment Contributor
- Successful implementation of legislation
- Successful implementation of policies and procedures
- Successful handover to an Accredited Rating Agent when ready for verification

## **8. MEASURING AND EVALUATION OF THE PERFORMANCE OF THE CLIENT**

- Ensuring accurate information
- Update Employment Profile on request
- Submitting tracking records on time to able the Company to ensure successful performance
- Ensuring successful on time payment

## **9. TRANSPARENCY**

- Lack of hidden agendas and conditions, accompanied by the availability of full information required for collaboration, cooperation, and collective decision making.
- Minimum degree of disclosure to which agreements, dealings, practices, and transactions are open to all for verification.
- The Company will have an agreed Service Level Agreement with 3<sup>rd</sup> party Suppliers, which will be a discounted amount as per negotiations made on behalf of the Client.
- Essential condition for a free and open exchange whereby the rules and reasons behind regulatory measures are fair and clear to all participants.

## **10. BREACH**

If either of the Parties commits a breach of this agreement ("the defaulting party"), and/or fails to comply with any of the provisions hereof, then the other Party against whom the breach is committed ("the innocent party") shall be entitled to give the defaulting party 14 (fourteen) days' notice in writing to remedy such breach and/or failure and if the defaulting party fails to comply such notice, then the innocent party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which the innocent party may have in law, including the right to claim damages:

1. To cancel this agreement, the defaulting party will give 30 (Thirty) Days written notification and a 3 (Three) Months cancellation fee will be paid; or
2. To claim immediate performance and/or payment of all the obligations of the defaulting party in terms hereof.

## **11. NON-WAIVER**

No waiver by either party with respect to a breach of any provision of the Agreement shall be construed as a waiver with respect to any continuing or subsequent breach of that provision, or as a waiver of any other right under this Agreement.

## **12. APPLICABLE LAW(S)**

This Agreement shall be governed and interpreted in accordance and compliant to the law of the Republic of South Africa, i.e. Labour Relations Act, Skills Development Levy Act, Skills Development Act, Basic Conditions of Employment Act, Employment Equity Act, Occupational Health and Safety Act, Affirmative Action Act, Broad Based Black Economic Empowerment Act and Codes and Good Practices and all relevant policies and procedures required from legislation.

## **13. DOMI CILIUM AND NOTICES**

Each party will be entitled from time to time by written notice to the other party or change any of its Dom ciliu addresses to any other address within the Republic of South Africa, provided that one of the addresses shall always be a street address at which the service of legal processes can be affected.

Any notice which:

- Is delivered by hand at the addressee's Domi cilium address shall be deemed to have been received by the addressee at the time of delivery; or
- Is posted by pre-paid registered post from an address within the Republic of South Africa to the addressee, to have been received by the addressee on the seventh day after the date of posting;
- If transmitted by facsimile to the addressee at its Dom cilium, shall be deemed to have been received by the addressee on the date of transmission or, if the transmission is made outside of normal business hours, on the first business day following after the date of transmission;
- The parties choose the following addresses for purposes of serving any notice, payment of money, serving of legal process or for any other purpose arising from this agreement:

Company Name: A V D MERWE Consulting (Pty) Ltd t/a SDF Corp  
Company Registration: 2014/090499/07  
Tax no: 9798308152  
VAT no: 4960274258  
Street Address: Unit 5B, Building 6, Fairways Office Park, Niblick Way  
Somerset West  
7130  
Postal Address: Postnet Suite 4  
Private Bag X4  
Gordons Bay  
7151  
Company Telephone Number: 021 852 6360  
Company Fax Number: 086 603 0098  
Company Banking Details: Nedbank  
Branch: Somerset Mall  
Branch Code: 114145  
Account Number: 1141040298  
Type of Account: Current Account

## **SCOPE OF WORK**

### **1. Skills Development Levies (Act No. 9 of 1999)**

- Registration of Skills Development Facilitation Process with relevant Seta
- Conduct a Skills Audit
- Roll out a 3 year Skills Plan to assist with the WSP/ATR
- Facilitate training plan per needs analysis
- Submission of Workplace Skills Plan and Annual Training Report
- Submission of Pivotal Grant and/or Discretionary Grant plan and report
- Project Manage the Learnerships, Internships and Apprenticeships
- Submit IT180 to SARS for Tax Rebate
- Status Report on Grants
- Assistance in implementation and monitoring of training plan as per year planner
- Communicator between Seta and Client
- Facilitate compliancy of legislation
- Facilitate available resources to make grants successful
- Manage the Training Budget for BBBEE and Skills Development
- Ensure that client meets the targets and criteria of the Skills Development Element

### **2. Employment Equity (Act No. 55 of 1998)**

- Collate and compile all relevant information in terms of Act
- Complete and submit the Employment Equity Report to DOL
- Facilitate a Committee for Designated Employers with more than 50 employees
- Facilitate minutes of meeting (more than 50 Employees)
- Prepare 3 year Employment Equity Plan Template for Client
- Implement the 10 step process of Employment Equity
- Provide policies, procedures and practices as per request

### **3. BBBEE Readiness for Verification (Act No. 53 of 2003)**

- Consult Code of Good Practices of BBBEE Act
- Facilitate Readiness for Verification
- Facilitate implementation of Codes relevant to type of Scorecard
- Collate and hand-over all relevant information per type of Scorecard needed for certification by an Accredited Rating Agency
- Request BEE Certificates from Suppliers for Preferential Procurement
- Facilitate alignment with legislation and budget
- Communicate correspondence from legislation and up to date changes
- Align Skills Development, Employment Equity and BEE with each other
- BBBEE Verification process is on Client's own account with Verification Agency

#### **NOTES:**

- Retainer also includes 2 Site Visits per month @ 1 Hour per visit
- Any additional hours spend on site will be charged @ R500 per hour.
- PLEASE NOTE: Retainer fee includes VAT.

## ANNEXURE B

### Amounts Schedule

#### Monthly Retainer

(Based on Total Annual Turnover)

Number Of Employees	Between R1 – R10m	Between R10- R50m	Between R50 – 100m	More than 100m
1 - 10	1200	2300	3500	4600
10 - 20	1800	2900	4000	5200
20 – 30	2300	3500	4600	5700
30 – 40	2900	4000	5200	6300
40 - 50	3500	4600	5700	6900
50 -100	4000	5200	6300	7500
100 - 150	4600	5700	6900	8000
150 - 250	5200	6300	7500	8600
250 - 500	5700	6900	8000	9200
500 - 1000	6900	8000	9200	10 300
More than a 1000	8000	9200	10 300	11 400