

## **SERVICES AGREEMENT FOR THE PROVISION OF AUCTIONEERING SERVICES**

Between

**THE SOUTH AFRICAN REVENUE SERVICE**, an organ of state within the public administration but outside the public service established in terms of Section 2 of the South African Revenue Service Act, 1997 (Act No. 34 of 1997)

**(“SARS”)**

and

**(TO BE ADDED)**, a company incorporated in accordance with the Laws of South Africa with registration number **(TO BE ADDED)**.

**(“The Service Provider”)**

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## 1. INTRODUCTION

- 1.1 SARS issued a request for proposals 0032-2019 for the provision of auctioneering services (defined in **clause 2.2.19** as “Services”).

## 2. DEFINITIONS

- 2.1 The head notes to the clauses of this Agreement are for reference purposes only and shall in no way govern or affect the interpretation of nor modify, nor amplify the terms of this Agreement nor any clause hereof.

- 2.2 Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings, and similar expressions shall bear corresponding meanings:

- 2.2.1 **“Act”** shall mean the Customs and Excise Act, 1964 (Act No. 91 of 1964);
- 2.2.2 **“Agreement”** shall mean this agreement and any annexures hereto;
- 2.2.3 **“Auction”** shall mean the sale of Goods at a venue appointed by SARS in accordance with the Terms and Conditions;
- 2.2.4 **“Auctioneer’s Commission”** shall mean commission payable by the Successful Bidder over and above the Knock Down Price as stipulated in the Terms and Conditions, which amount shall be subject to VAT;
- 2.2.5 **“Business Day”** shall mean any day other than a Saturday, Sunday or public holiday in South Africa;
- 2.2.6 **“Catalogue”** shall mean a list of lots of Goods to be auctioned at an Auction and their descriptions;
- 2.2.7 **“Commencement Date”** shall mean **(TO BE ADDED)**, being the date from which the Service Provider is appointed by SARS to provide the Services;
- 2.2.8 **“Estimated Proceeds”** shall mean the estimated Gross Proceeds from the Auction;
- 2.2.9 **“Goods”** means the goods provided by SARS, to be disposed of through an Auction, by the Service Provider;
- 2.2.10 **“Gross Proceeds”** means the sum of the Knock Down Price of all sales concluded at the Auction, including VAT where applicable;
- 2.2.11 **“Information”** means a copy of the prospective bidder’s identity document, as well as proof of residence and such other information in

- respect of a prospective bidder as may be reasonably required by SARS;
- 2.2.12 **“Knock Down Price”** means the amount of a bid awarded to a Successful Bidder at an Auction and excludes the Auctioneer’s Commission;
- 2.2.13 **“Parties”** means the Service Provider and SARS and “Party” shall, as the context requires, be a reference to any one of them;
- 2.2.14 **“Registration Fee”** means an amount payable by the prospective bidder to the Service Provider upon Registration, as determined by SARS;
- 2.2.15 **“Registration”** means the process whereby a prospective bidder is registered as a bidder at an Auction, and shall include payment by the prospective bidder of a Registration Fee and furnishing the Service Provider with the required Information;
- 2.2.16 **“RFP 0032-2019”** is, subject to any contrary indication, a reference to SARS’s invitation to prospective bidders to tender for the Services specified in RFP 0032-2019, which is incorporated herein by reference thereto;
- 2.2.17 **“Sales Report”** means a statement of all sales at an Auction indicating the names and addresses of all Successful Bidders, the Knock Down Price for all Goods, and the Gross Proceeds of the Auction;
- 2.2.18 **“SARS”** means the **South African Revenue Service** established by the South African Revenue Service Act, 1997 (Act No. 34 of 1997), with its Head Office at Lehae La SARS, 299 Bronkhorst Street, Nieuw Muckleneuk, Pretoria;
- 2.2.19 **“Services”** means the service to be provided by the Service Provider pursuant to the provisions of this Agreement, as set out in **Annexure A** and **B** to this Agreement;
- 2.2.20 **“Service Provider”** shall mean **(TO BE ADDED)**, a company incorporated in accordance with the Laws of South Africa, with registered address at **(TO BE ADDED)** and with registration number **(TO BE ADDED)**;
- 2.2.21 **“Service Provider’s Guarantee”** means an irrevocable guarantee in a form acceptable to SARS from a registered financial institution for ten percent (10%) of the Estimated Proceeds for an Auction conducted by the Service Provider;
- 2.2.22 **“Special Conditions”** means any additional, or alternative conditions, not contained in the Terms and Conditions, as directed by SARS from time to time;

- 2.2.23 **“Successful Bidder”** shall be any person in whose favour a bid was awarded at an Auction;
  - 2.2.24 **“Terms and Conditions”** shall mean the terms and conditions of sale as set out in **Annexures A and B** to the Agreement;
  - 2.2.25 **“Termination Date”** means **(TO BE ADDED)** 2025;
  - 2.2.26 **“Taxpayer Information”** shall mean any information provided by a taxpayer or obtained by SARS in respect of the taxpayer under a tax Act and includes information generated, recorded, sent, received, stored or displayed by any means; and
  - 2.2.27 **“VAT”** shall mean Value-Added Tax as levied in accordance with the provisions of the Value-Added Tax Act, 1991 (Act No. 89 of 1991).
- 2.3 Any reference in this Agreement to:
- 2.3.1 a **“clause”** shall, subject to any contrary indication, be construed as a reference to a clause of this Agreement;
  - 2.3.1 **“law”** shall be construed as any law (including common or customary law), or statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other legislative measure of government, local government, statutory or regulatory body or court;
  - 2.3.2 an **“annexure”** shall, subject to any contrary indication, be construed as a reference to an annexure of this Agreement;
  - 2.3.3 **“tax”** shall be construed so as to include any tax, levy, impost or other charge of a similar nature (including, without limitation, any penalty or interest payable in connection with any failure to pay or delay in paying any of the same); and
  - 2.3.4 a **“person”** shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- 2.4 Unless inconsistent with the context or save where the contrary is expressly indicated:
- 2.4.1 if any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party, notwithstanding that it appears only in an annexure, effect shall be given to it as if it were a substantive provision of this Agreement;
  - 2.4.2 when any number of days is prescribed in this Agreement, the number of

- days shall be reckoned exclusive of the first and inclusive of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next subsequent Business Day;
- 2.4.3 in the event that the day for payment of any amount due in terms of this Agreement should fall on a day which is not a Business Day, the relevant day for payment shall be the subsequent Business Day;
- 2.4.4 in the event that the day for performance of any obligation to be performed in terms of this Agreement should fall on a day which is not a Business Day, the relevant day for performance shall be the subsequent Business Day;
- 2.4.5 any reference in this Agreement to an enactment is to that enactment as at the signature date of this Agreement and as amended or re-enacted from time to time;
- 2.4.6 any reference to this Agreement or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document as it may have been, or may from time to time be, amended, varied, notated or supplemented;
- 2.4.7 no provision of this Agreement constitutes a stipulation for the benefit of any person who is not a party to this Agreement;
- 2.4.8 references to day(s), month(s) or year(s) shall be construed as calendar day(s), month(s) or year(s); and
- 2.4.9 reference to a Party includes that Party's successors-in-title and permitted assigns.
- 2.5 Unless inconsistent with the context, an expression which denotes any one gender includes the other genders and the singular includes the plural and *vice versa*.
- 2.6 The annexures to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such annexures. To the extent that there is any conflict between the annexures and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 2.7 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement,

notwithstanding that that term has not been defined in this clause.

2.8 The expiration or termination of this Agreement shall not affect the provisions of this Agreement which operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

2.9 This Agreement shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed this Agreement in the first instance and reference to a Party shall be deemed to include such Party's estate, heirs, executors, administrators, trustees, permitted assigns or liquidators, as the case may be.

2.10 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

### **3. APPOINTMENT**

3.1 SARS appoints the Service Provider on a non-exclusive basis to provide Services in terms of this Agreement, the General Terms and Conditions for the provision of Services contained in **Annexure A** and the Specific Terms and Conditions for the Conduct of Auctions contained in **Annexure B**.

### **4. COMMENCEMENT AND DURATION**

4.1 Notwithstanding the date of signature, this Agreement commences on the Commencement Date, and shall continue until the Termination Date, unless terminated by SARS in terms of **clause 16** of this Agreement.

4.2 The Service Provider acknowledges and agrees that the Act is applicable to the provision of the Services and undertakes to perform its obligations under the provisions of this Agreement in terms of the Act.

### **5. GOVERNANCE**

5.1 The Parties shall each appoint a person as the contact person in respect of the

management of this Agreement. The representatives shall communicate monthly to ensure that Parties comply with their obligations in terms of the Agreement and service levels shall be measured in terms of annexures attached to this Agreement.

## **6. SERVICE PROVIDER'S DUTIES**

6.1 The Service Provider undertakes to perform all such duties and exercise all such functions as may be permitted by law and as may be necessary or desirable to give effect to the provisions of this Agreement, and to provide the Services in terms of the conditions of this Agreement and its annexures.

6.2 The Service Provider further undertakes to maintain membership with an association of Auction practitioners for the duration of this Agreement.

## **7. REMUNERATION**

7.1 As remuneration for the Services, the Service Provider shall be entitled to charge an Auctioneer's Commission of **(TO BE ADDED)** percent ( \_ %).

7.2 The Auctioneer's Commission shall be subject to the payment of VAT.

7.3 SARS shall not be liable for any commissions or other charges not specifically provided for in this Agreement.

## **8. LIMITATION OF LIABILITY**

8.1 SARS shall not be liable under any circumstances, either in contract or in delict for any loss or damage (including consequential loss or special damages) suffered by the Service Provider, neither shall SARS be liable for any loss or damage of whatsoever nature and howsoever arising sustained by third parties, notwithstanding in either case any negligence on the part of SARS or its employees or agents. The Service Provider by its acceptance hereof, indemnifies and holds SARS and its employees harmless against all such claims, loss or damage.

## **9. COMPLIANCE WITH LEGISLATION**

9.1 The Service Provider warrants that it shall comply with all South African laws or



similar legislative and/or regulatory enactments that govern the rendering of the Services and, in particular, the Consumer Protection Act, 2008 (Act No 68. of 2008 – the “CPA”) and the regulations promulgated in terms thereof.

- 9.2 To this extent, the Service Provider indemnifies and holds SARS and its employees harmless against all claims, loss, damage and/or penalties that SARS may suffer as a result of the Service Provider’s non-compliance with this clause.

## 10. FORCE MAJEURE

- 10.1 In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of either SARS or the Service Provider preventing them or any of them from the performance of any obligation of this Agreement (any such event hereinafter called “*Force Majeure*”) then both SARS and the Service Provider shall be relieved of such obligations during the period that such *Force Majeure* continues (excluding payment obligations for materials purchased) but only to the extent so prevented. Neither SARS nor the Service Provider shall be liable for any delay or failure in the performance of any of its obligations or loss or damage which either may suffer resulting from the *Force Majeure*, provided always that a written notice shall be promptly given of any such inability by the affected Party. Should either SARS or the Service Provider invoke *Force Majeure* it must upon termination of such *Force Majeure* give immediate written notice to the other Party. Should *Force Majeure* continue for a period of more than thirty (30) days, then either Party shall be entitled to cancel this Agreement by written notice.

## 11. CONFIDENTIALITY

- 11.1 Subject to the provisions of **clause 11.2** below, the Service Provider shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to:
- 11.1.1 the provisions of this Agreement;
  - 11.1.2 the negotiations relating to this Agreement;
  - 11.1.3 any other Party affected by this Agreement; or
  - 11.1.4 any Taxpayer Information.

- 11.2 The Service Provider may disclose information which would otherwise be confidential, if and to the extent:
- 11.2.1 required by law;
  - 11.2.2 required by any securities exchange or regulatory or governmental body to which the Service Provider is subject, wherever situated, whether or not the requirement for information has the force of law;
  - 11.2.3 disclosed to the professional advisers, auditors and bankers of the Service Provider;
  - 11.2.4 the information has come into the public domain through no fault of the Service Provider; or
  - 11.2.5 SARS has given its prior written approval to the disclosure;
- provided that any such information disclosed pursuant to this **clause 11.2** shall be disclosed only after notice to SARS.

- 11.3 The restrictions contained in this clause shall continue to apply after the termination of this Agreement for any reason whatsoever.

## 12. JURISDICTION

- 12.1 The entire provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Furthermore, the Parties hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Division, Pretoria), in regard to all matters arising from this Agreement.

## 13. ADDRESSES

- 13.1 Each Party chooses the address set out below its name as its address to which all notices and other communications must be delivered for the purposes of this Agreement and its *domicilium citandi et executandi* ("domicilium") at which all documents in legal proceedings in connection with this Agreement must be served:

- 13.1.1 SARS:  
Group Executive: Procurement  
Ground Floor, Linton House  
Brooklyn Bridge  
570 Ferhsen Street

Brooklyn  
PRETORIA

- 13.1.2 Service Provider:  
Chief Executive Officer / Managing Member  
**(TO BE ADDED)**
- 13.2 Any notice or communication required or permitted to be given to a Party pursuant to the provisions of this Agreement shall be valid and effective only if in writing and sent to a Party's chosen address in accordance with the provisions of **clause 13.1**, provided that documents in legal proceedings in connection with this Agreement may only be served at a Party's *domicilium*.
- 13.3 Any Party may by written notice to the other Party change its chosen address to another address, provided that:
- 13.3.1 the change shall become effective on the tenth (10th) Business Day after the receipt or deemed receipt of the notice by the addressee in accordance with the provisions of **clause 13.4**; and
- 13.3.2 any change in a Party's *domicilium* shall only be to an address in South Africa, which is not a post office box or a *poste restante*.
- 13.4 Any notice to a Party contained in a correctly addressed envelope and
- 13.4.1 sent by prepaid registered post to it at its chosen address in **clause 13.1**; or
- 13.4.2 delivered by hand to a responsible person during ordinary business hours at its chosen address in **clause 13.1**;
- shall be deemed to have been received in the case of **clause 13.4.1** on the fifth (5<sup>th</sup>) Business Day after posting (unless the contrary is proved) and, in the case of **clause 13.4.2** on the day of delivery.
- 13.5 Notwithstanding anything to the contrary contained in this clause, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address as set out in **clause 13.1**.
- 13.6 The Parties agree that for all purposes under the provisions of this clause, the provisions of the Electronic Communications and Transactions Act, 2002 (Act No.

25 of 2002), shall not apply.

#### **14. DISPUTE RESOLUTION**

- 14.1 If a dispute between the Parties arises out of or is related to this Agreement, the Parties shall meet and negotiate in good faith to attempt to resolve the dispute. If, after twenty (20) Business Days from the date upon which the dispute was declared by a Party by written notice, the dispute is not resolved, the matter shall be determined in accordance with the provisions set out below.
- 14.2 Save in respect of those provisions of this Agreement which provide for their own remedies which would be incompatible with arbitration, or in the event of either Party instituting urgent action against the other in any court of competent jurisdiction, any dispute arising from or in connection with this Agreement shall be finally resolved by arbitration in accordance with the Rules of the Arbitration Foundation of Southern Africa or its successor, by an arbitrator or arbitrators appointed by the Arbitration Foundation.
- 14.3 This **clause 14** shall be severable from the rest of the provisions of this Agreement so that it shall operate and continue to operate notwithstanding any actual or alleged voidness, voidability, unenforceability, termination, cancellation, expiry, or accepted repudiation, of this Agreement.
- 14.4 Neither Party shall be entitled to withhold performance of any of their obligations in terms of this Agreement pending the settlement of, or decision in, any dispute arising between the Parties and each Party shall, in such circumstances continue to comply with their obligations in terms of this Agreement.

#### **15. BREACH**

- 15.1 Should any Party ("the Defaulting Party") commit a breach of any of the provisions of this Agreement, then the other Party ("the Aggrieved Party") shall be entitled to require the Defaulting Party to remedy the breach within ten (10) Business Days, or such longer time as determined at the sole discretion of the Aggrieved Party, of delivery of a written notice requiring it to do so. If the Defaulting Party fails to remedy the breach within the period specified in such notice, the Aggrieved Party shall be entitled to claim immediate performance by the Defaulting Party of all of the

Defaulting Party's obligations whether or not the due date for payment and / or performance shall have arrived, in either event, without prejudice to the Aggrieved Party's right to claim damages. The foregoing is without prejudice to such other rights as the Aggrieved Party may have at law: Provided that, notwithstanding anything to the contrary contained in this Agreement, the Aggrieved Party shall not be entitled to cancel this Agreement for any breach by the Defaulting Party unless such breach is a material breach going to the root of this Agreement.

## **16. TERMINATION FOR CAUSE**

- 16.1 SARS may, by giving notice to the Service Provider, terminate this Agreement as of a date set out in the notice of termination, in the event that the Service Provider:
- 16.1.1 commits a material breach of this Agreement, which breach is not cured within ten (10) days after notice of the breach from SARS to the Service Provider;
  - 16.1.2 commits a material breach of this Agreement that is not capable of being cured within ten (10) days from the notice of the breach;
  - 16.1.3 commits numerous breaches of this Agreement that collectively constitute a material breach, even if cured;
  - 16.1.4 is placed under voluntary or compulsory liquidation (whether provisional or final) or business rescue proceedings in terms of the Companies Act, 2008 (Act No. 71 of 2008) are commenced against the Service Provider;
  - 16.1.5 has a final judgement taken against it which remains unsatisfied for a period of ten (10) Business Days or more after it comes to the notice of the Service Provider; and/or
  - 16.1.6 the Service Provider makes any arrangement or compromise with its creditors generally or ceases to carry on business.
- 16.2 Without limiting the generality of the foregoing, SARS may terminate this Agreement, by giving notice to the Service Provider, if the Service Provider fails to comply with **clauses 9; 11 and 17**.
- 16.3 SARS shall have no liability to the Service Provider with respect to a termination under **clause 17**.

## **17. TAX AND LEGAL COMPLIANCE**

- 17.1 The Service Provider undertakes to remain compliant with all tax and revenue laws, and such laws as are applicable to the provision of the Services throughout the term of this Agreement. In the event that the Service Provider breaches this clause, SARS has the right to summarily cancel this Agreement by written notice to the Service Provider.

## **18. AUDITS**

- 18.1 The Service Provider shall for the duration of this Agreement and a period of three (3) years after the termination of this Agreement, maintain a complete audit trail of the duties performed under this Agreement sufficient to permit a complete audit thereof.
- 18.2 The Service Provider shall provide SARS and SARS's auditors access at reasonable times to information, records and documentation relating to the Services for the purpose of performing audits, examinations and inspections of the Service Provider in order to verify the Service Provider's compliance with all of the terms of this Agreement and to enable SARS to comply with the requirements of its regulators and governmental entities having jurisdiction.

## **19. GENERAL**

- 19.1 This document contains the entire agreement between the Parties in regard to the subject matter hereof.
- 19.2 No Party shall be bound by or have any claim or right of action arising from any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in this document whether it induced the contract and/or whether it was negligent or not.
- 19.3 No variation, amendment or consensual cancellation of this Agreement or any provision or term hereof, including this **clause 19.3**, and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement shall be binding or have any force and effect unless reduced to writing and signed by or

on behalf of the Parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be construed as relating strictly to the matter in respect whereof it was made or given.

- 19.4 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement shall operate as an estoppel against any Party in respect of its rights under this Agreement.
- 19.5 No failure by any Party to enforce any provision of this Agreement shall constitute a waiver of such provision or affect in any way such Party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.
- 19.6 No Party shall cede any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, except that SARS may cede its rights and delegate its obligations without the approval of the Service Provider to another governmental entity.
- 19.7 If any clause or term of this Agreement should be invalid, unenforceable, defective or illegal for any reason whatsoever, the Parties shall negotiate in good faith to replace such clause with a clause which is valid, enforceable and legal but maintaining the essential provisions of that clause to the extent possible, provided that if the Parties should fail to reach agreement on such replacement clause, the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of this Agreement.
- 19.8 The Service Provider agrees that, without SARS's prior consent, it shall not assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments under this Agreement for any reason whatsoever.
- 19.9 Each Party agrees that, in its respective dealings with the other Party under or in connection with this Agreement, it shall, to the extent not otherwise specifically stated, act reasonably and in good faith.
- 19.10 The rule of construction that the Agreement shall be interpreted against the Party responsible for the drafting of the Agreement shall not apply.

## 20. SUBCONTRACTING

- 20.1 Subject to applicable law, the Service Provider shall not without the prior written consent of SARS, which consent shall not be unreasonably withheld, subcontract any of the Services to any third party. It is expressly recorded that SARS will not approve a proposed subcontracting if, in the exclusive judgment of SARS, the subcontracting will result in prejudice or potential prejudice to other service providers.
- 20.2 Whenever the Service Provider wishes to subcontract any part of the Services in terms hereof, the Service Provider shall submit, together with its request as set out in **clause 20.1** above, a complete written proposal for SARS's approval containing-
- 20.2.1 full details and business references of the subcontractor;
  - 20.2.2 a full description of the Services it proposes for subcontracting;
  - 20.2.3 full details of how the Service Provider will manage the performance of the Services by the subcontractor;
  - 20.2.4 the value of the Services proposed to be subcontracted;
  - 20.2.5 an acceptable document depicting the B-BBEE status and certificate of the subcontractor; and
  - 20.2.6 a CSD report for the proposed subcontractor.
- 20.3 Notwithstanding the provisions of this **clause 20**, the Service Provider shall remain the only Party wholly responsible for the due performance of its obligations in terms of this Agreement and compliance with the terms and conditions thereof.
- 20.4 The Service Provider shall ensure that a subcontracting agreement entered into between the Service Provider and its subcontractor binds the subcontractor to the terms and conditions of this Agreement.
- 20.5 The Service Provider shall be responsible for all acts, omissions, defaults and negligence of its subcontractors and their experts, agents or employees as if they



were those of the Service Provider, and shall not be absolved from its responsibility in terms of this Agreement on the basis that such persons were acting outside the scope of their engagement by the Service Provider.

20.6 Nothing contained herein shall create a contractual relationship between SARS and the subcontractor.

**As representatives for the South African Revenue Service:**

**SIGNED AT PRETORIA**

<b>1.</b> _____ <b>Executive: Customs Branch – Specialised Units</b> <b>Date of signature:</b> _____	<b>2.</b> _____ <b>Acting Group Executive: Procurement</b> <b>Date of signature:</b> _____
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**As representatives for the Service Provider:**

**SIGNED AT** \_\_\_\_\_ **ON THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **2020.**

<b>Signature:</b> _____ <b>Full Names and Surname:</b> _____ <b>Capacity:</b> _____
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