**SERVICES AGREEMENT FOR THE PROVISION OF TRAVEL MANAGEMENT AND RELATED**

**SERVICES**

Between

**SOUTH AFRICAN REVENUE SERVICE**

An organ of state established in terms of section 2 of the South African Revenue Service Act, 1997 (Act No. 34 of 1997)

(hereinafter referred to as “**SARS**”)

and

 **(TO BE ADDED)**,a company incorporated in accordance with the laws of South Africa (Registration Number: **TO BE ADDED**)

(herein represented by its authorised representative who warrants

that s/he is duly authorised to do so)

(hereinafter referred to as “**the Service Provider**”)

**TABLE OF CONTENTS**

[**1. INTRODUCTION** 3](#_Toc125314515)

[**2. DEFINITIONS AND INTERPRETATION** 3](#_Toc125314516)

[**3. DURATION** 10](#_Toc125314517)

[**4. SERVICE PROVIDER’S OBLIGATIONS** 10](#_Toc125314518)

[**5. COMPLIANCE WITH SARS POLICIES** 13](#_Toc125314519)

[**6. SARS’ OBLIGATIONS** 14](#_Toc125314520)

[**7. MANAGEMENT OF SERVICE LEVELS** 14](#_Toc125314521)

[**8. THIRD PARTY TRAVEL EXPENSES AND COMMISSION** 16](#_Toc125314522)

[**9. LOYALTY AND REWARD PROGRAMS** 16](#_Toc125314523)

[**10. PRICING AND INVOICING** 17](#_Toc125314524)

[**11. DISPUTED CHARGES AND INVOICING ERRORS** 18](#_Toc125314525)

[**12. MEETINGS AND REPORTING** 19](#_Toc125314526)

[**13. RELATIONSHIP BETWEEN THE PARTIES** 20](#_Toc125314527)

[**14. THIRD PARTY COOPERATION** 20](#_Toc125314528)

[**15. SECURITY VETTING OF THE SERVICE PROVIDER’S PERSONNEL** 20](#_Toc125314529)

[**16. CONFIDENTIALITY** 21](#_Toc125314530)

[**17. INTELLECTUAL PROPERTY** 23](#_Toc125314531)

[**18. BREACH** 24](#_Toc125314532)

[**19. DISPUTE RESOLUTION** 24](#_Toc125314533)

[**20. TERMINATION** 25](#_Toc125314534)

[**21. WARRANTIES** 26](#_Toc125314535)

[**22. LIABILITY** 27](#_Toc125314536)

[**23. INSURANCE** 28](#_Toc125314537)

[**24. INDEMNITY BY THE SERVICE PROVIDER** 29](#_Toc125314538)

[**25. FORCE MAJEURE** 29](#_Toc125314539)

[**26. STEP IN RIGHTS** 30](#_Toc125314540)

[**27. CONFLICT OF INTERESTS** 31](#_Toc125314541)

[**28. BROAD-BASED BLACK ECONOMIC EMPOWERMENT** 31](#_Toc125314542)

[**29. TAX COMPLIANCE** 31](#_Toc125314543)

[**30. ADDRESSES** 32](#_Toc125314544)

[**31. GENERAL** 33](#_Toc125314545)

**ANNEXURES:**

**A - SERVICE LEVELS**

**B - PRICING SCHEDULE**

**C - PERSONAL INFORMATION PROCESSING ADDENDUM**

1. **INTRODUCTION**
	1. SARS invited proposals for the appointment of a Service Provider to provide travel management and related services, through Request for Proposal No. 29/2022 (“**RFP**”) as more fully described therein.
	2. The Service Provider submitted a proposal in response to the RFP (“**the Proposal**”).
	3. SARS accepted the Proposal and appointed the Service Provider to provide the Services.
	4. The Service Provider has accepted the appointment, and the Parties herein record the terms and conditions of their agreement.
2. **DEFINITIONS AND INTERPRETATION**
	1. The headings to the clauses of this Agreement are for reference purposes only and will not govern or affect the interpretation of or modify or amplify the terms of this Agreement.
	2. Unless inconsistent with the context, the words and expressions have the following meanings and similar expressions will have corresponding meanings-
		1. **“Account Manager”** means a member of the Service Provider’s Personnel designated as such by the Service Provider, as contemplated in the RFP, responsible for the oversight and overall management of this Agreement on behalf of the Service Provider, who shall also act as a central point of contact between SARS and the Service Provider;
		2. **“After Hours”** means any time from 17.01 to 07.29 from Monday to Friday or any time on Saturday, Sunday and public holidays.
		3. **“Agreement”** means this Services Agreement, the RFP and all annexures and addenda hereto. Also included are all amendments, variations, and/or substitutions to the Agreement, which have been reduced to writing and signed by the Authorised Signatories;
		4. **“Amount at Risk”** means the maximum percentage, fixed at 20% in terms of this Agreement, of the Service Provider’s total monthly invoice amount that will be at risk should any Service Level Failure occur during any particular month: Provided that the amount is limited to the Service Provider’s management fees;
		5. **“Applicable Law”** means any of the following to the extent applicable to the Service Provider and where applicable, to SARS or the Services-
			1. Any original or subordinate legislation;
			2. The common law;
			3. Any binding court order, judgment or decree;
			4. Any applicable industry code of conduct, policy or standard enforceable by law;
			5. National Treasury circulars, Instruction / Practice Notes, Directives and Policies; or
			6. Any direction, policy or order that is given by a Regulatory Authority;
		6. **“Authorised Signatory”** means a signatory authorised by SARS and the Service Provider respectively to sign the Agreement, any amendments and/or addenda hereto;
		7. **“Base Volume”** means, in respect of the calculation of the reduction of the Management Fee as contemplated in **clause** **10** below as well as the reduction of Service Provider’s staff complement as contemplated in **clause** **4.6.1** below, a maximum of **(TO BE ADDED)** transactions in a Review Period;
		8. **“Business Day”** means any day other than a Saturday, Sunday or public holiday in South Africa;
		9. **“Commencement Date”** is **\_\_\_\_\_\_\_\_2023**, notwithstanding the date of signature of this Agreement;
		10. **“Commercially Reasonable Efforts”** means taking such steps and performing in such a manner as a well-managed entity would where such entity was acting in a prudent and reasonable manner to achieve the particular result for its own benefit: Provided always that such steps are within reasonable control of the Party;
		11. **“Confidential Information”** means Personal Information defined as such in terms of POPIA; any proprietary or confidential information or data of any nature, tangible or intangible, oral or in writing, in any form or on any medium, whether received by direct communication or observation by the Receiving Party. It includes SARS Confidential Information and Taxpayer Information as defined in Chapter 6 of the Tax Administration Act, 2011 (Act No. 28 of 2011), as well as any information required to be kept confidential in terms of any other Applicable Law.

Information must be regarded as confidential if by its nature, content, or circumstances of disclosure of the information is, or ought reasonably to have been identified by a receiving party as such by reason of such information not being generally known to, or readily ascertainable by third parties generally. Such information includes-

1. information regarding Personnel, independent contractors and suppliers of the Disclosing Party, processes, procedures, projections, manuals, forecasts and analyses, security or intellectual property owned by or licensed to the Disclosing Party;
2. information relating to the knowledge, know-how, expertise, trade secrets and activities of the Disclosing Party;
3. information relating to the Services and any aspect thereof; and
4. any information which a Party (without creating a presumption that only so designated information is confidential), acting reasonably, may designate in writing, at the time of disclosure to the Receiving Party, as being confidential information;

* + 1. **“Designated Account”** means SARS’ account which will be provided to the Service Provider for the restricted and sole purpose of paying SARS’ Air Travel Expenses as more fully set-out in this Agreement;
		2. **“Fielded Personnel”** means personnel in respect of whom the Service Provider provided SARS with a curriculum vitae in its proposal, whose individual competence was evaluated by SARS prior to the appointment of the Service Provider;
		3. **“Losses”** means all losses, liabilities, costs, expenses, fines, penalties, damages and claims, and all related costs and expenses as determined in Law;
		4. **“Parties****”** means SARS and the Service Provider and “party” as the context requires is a reference to any one of them;
		5. **“Personal Information”** means Personal Information as defined in POPIA, relative the Services and this Agreement,; and for the purpose of this Agreement, reference to Personal Information includes Special Personal Information as defined in POPIA;
		6. **“Personal Information Processing Addendum”** means **Annexure C** hereto, which represents the written agreement contemplated in section 21 of POPIA;
		7. **“POPIA”** means the Protection of Personal Information Act, 2013 (Act No.4 of 2013);
		8. **“Regulatory Authority”** means any organ of state, government agency or institution, international body or organisation which has–
			1. jurisdiction over the Services or parts thereof; or
			2. administrative or oversight responsibility pertaining to any Applicable Law;
		9. **“Review Period”** means quarterly interval periods, for the duration of this Agreement, reckoned from the Commencement Date, whereupon SARS and the Service Provider must meet to review the volume of transactions for purposes contemplated in the RFP;
		10. **“RFP”** means SARS’ invitation to service providers to submit proposals for the provision of travel management and related services dated 12 December 2022, with reference number RFP 29/2022, which is incorporated herein by reference;
		11. **“SARS”** means the South African Revenue Service, an organ of state established in terms of Section 2 of the South African Revenue Service Act, 1997 (Act No. 34 of 1997), with its principal address at 299 Bronkhorst Street, Nieuw Muckleneuk, Pretoria;
		12. **“Services”** means the provision of travel management and related services as contemplated in the RFP, including functions or responsibilities not specifically mentioned therein but which are reasonably and necessarily required for the proper and complete execution of the Services;
		13. **“Service Levels”** means the quantitative and qualitative performance metrics for the Services contained in **Annexure A**;
		14. **“Service Level Credit”** means a penalty amount, which, at SARS’ election, shall be payable by the Service Provider for its failure to meet a Service Level, calculated in any Measurement Period, which penalty is calculated in accordance with **Annexure A** as a percentage of the Amount at Risk. Service Level Credits will be calculated cumulatively on a monthly basis, but will not exceed the prescribed Amount at Risk;
		15. **“Service Level Failure”** means the Service Provider’s failure to meet any of the prescribed Service Levels;
		16. **“Service Provider”** means **(TO BE ADDED)**, a company incorporated as such in accordance with the Laws of South Africa with registration number **(TO BE ADDED)** and with its principal place of businessat **(TO BE ADDED)**;
		17. **“Service Provider’s Personnel”** means Fielded Personnel, including other members of staff of the Service Provider assigned by the Service Provider to the provision of the Services, and also includes, for the purpose of this Agreement, the Service Provider’s agents and third party suppliers who may be involved in the execution of this Agreement;
		18. **“Termination Date”** is \_\_\_\_\_\_\_\_\_**2028**;
		19. **“Travel Expenses”** means travel expenses authorised by and incurred in accordance with this Agreement;
		20. **“Travel Co-ordinator”** means a SARS employee who captures trip details on the SAP system and liaises with the relevant Service Provider’s Personnel to finalise bookings and issue travel documents;
		21. **“Travel Manager”** means the SARS employee designated in terms of this Agreement, or his/her appointed delegate from SARS’ Travel Management Office, as the person who will interface with the Service Provider on all matters relating to the general administration of this Agreement and who will manage the overall performance of the Service Provider over the contract term and to whom all SARS directed communication regarding this Agreement must be addressed;
		22. **“Travel Policy”** means the SARS’ travel policy, as may be amended from time to time;
		23. **“Weighting Factor”** means the percentage assigned in **Annexure A** to each Service Level against the Amount at Risk; and
		24. **“Working Hours”** means the hours 07.30 to 17.00 from Monday to Friday, excluding public holidays.
	1. Any reference in this Agreement to-
		1. A clause shall, subject to any contrary indication, be construed as a reference to a clause in this Agreement; and
		2. A person refers to any person, including juristic entities.
	2. Unless inconsistent with the context or save where the contrary is expressly indicated-
		1. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in the Definitions and Interpretation clause, effect shall be given to it as if it was a substantive provision of this Agreement; and
		2. when any number of days is prescribed in this Agreement, same shall be calculated exclusively of the first and inclusively of the last day unless the latter falls on a day which is not a Business Day, in which case the last day shall be the next Business Day.
	3. 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.
	4. Any reference in this Agreement to an enactment is to that enactment as at the signature date and as amended or re-enacted from time to time.
	5. Any reference in this Agreement 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 same may have been, or may from time to time be amended.
	6. No provision of this Agreement shall be construed to provide a benefit to any person who is not a party to this Agreement.
	7. References to day/s, month/s or year/s shall be construed as calendar day/s, month/s or year/s.
	8. Reference to a Party includes that Party’s successors-in-title and permitted assigns.
	9. Unless inconsistent with the context, an expression which denotes-
		1. Any one gender includes the other gender; and
		2. The singular includes the plural and *vice versa.*
	10. The termination of this Agreement will not affect the provisions which are intended to operate after any such termination or which of necessity must continue to have effect after such termination, notwithstanding that the clauses themselves may not expressly provide for this.
	11. This Agreement is fully binding on the 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 any Party is deemed to include such Party’s estate, heirs, executors, administrators, trustees, permitted assigns or liquidators, as the case may be.
	12. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail.
	13. The provisions of this Agreement shall not be construed against or interpreted to the disadvantage of the Party responsible for the drafting or preparation of such provisions.

1. **DURATION**
	1. This Agreement commences on the Commencement Date and subsists until the Termination Date, unless terminated earlier in accordance with the terms of this Agreement.

1. **SERVICE PROVIDER’S OBLIGATIONS**

The Service Provider must comply with the following obligations-

* 1. Service Provider’s Personnel

The Service Provider must-

* + 1. ensure that the Service Provider’s Personnel contemplated in its Proposal are duly assigned as such, and assume the attendant role and responsibilities for the duration of this Agreement;
		2. ensure that the Service Provider’s Personnel observe confidentiality and do not use any information obtained pursuant to this Agreement for any reason other than for reasons envisaged in this Agreement;
		3. ensure that the Service Provider’s Personnel devote such time, attention and skill in executing the Services as may be reasonably required for the proper discharge of its duties under this Agreement; and
		4. not change or replace Fielded Personnel, without the prior written consent of SARS and in this regard-
			1. The Service Provider may make a written request to SARS to replace Fielded Personnel where such person has become incapacitated and/or unable to perform his/her duties under the Agreement;
			2. The Service Provider’s request to SARS for the substitution contemplated above shall include the reason for the request and a proposal to replace with a person of equal or better qualification(s), skills and experience. Such proposal must include the *curriculum vitae* of the proposed substitute;
			3. SARS may only approve a substitute which has similar or better qualifications, skills and experience; and
			4. Should SARS, in its discretion reasonably consider any of the Fielded Personnel to be incompetent or unsatisfactory, the Service Provider will have to replace the affected person at its own cost, with a person having equal or better qualifications, skills and experience in line with the timeframes then stipulated by SARS.
	1. General Obligations

The Service Provider must-

* + 1. execute the Services, as contemplated in the RFP;
		2. have and maintain a call centre which functions in the manner contemplated in the RFP;
		3. comply with the Personal Information Processing Addendum;
		4. provide SARS with strategic advice on the travel industry, and on an on-going basis advise SARS on how to reduce its travel expenditure and improve its travel policies and procedures;
		5. ensure continuity of Services to SARS;
		6. as necessary and upon any triggering event, activate the disaster recovery plan contemplated in the RFP seamlessly and without disruption to the Services;
		7. provide the Services in accordance with the highest professional standards and exercise reasonable care and diligence in the discharge of its obligations in terms of this Agreement; and
		8. maintain its accreditation with the International Air Travel Association.
	1. Cost Management

The Service Provider must –

* + 1. use Commercially Reasonable Efforts to minimise Travel Expenses;
		2. within the confines of this Agreement, implement cost saving measures and secure the best possible, cost-effective travel arrangements for SARS;
		3. execute the Services during Working Hours except where specifically instructed otherwise;
		4. execute the Services After Hours or on an emergency basis only where specifically so instructed by the Travel Manager or a Travel Co-ordinator;
		5. not incur any cost or vary any approved cost in relation to the Services upwards, except with the prior written approval of the Travel Manager;
		6. not take instructions which have cost implications from a traveller or SARS employee;
		7. charge fees for Services rendered to SARS in accordance with the SARS approved pricing;
		8. take Commercially Reasonable Efforts to prevent, overcome and mitigate any adverse effects that might ensue, to the extent required to achieve the relevant outcome; and
		9. ensure that it adheres to written and reasonable requests or instructions of the Travel Manager or Travel Co-ordinator, as the case may be, in so far as same are lawful and consistent with this Agreement.

* 1. The Service Provider must co-operate as may be requested by SARS, to enable SARS to, amongst other things, comply with an enquiry from a Regulatory Authority.
	2. For the duration of this Agreement and for a period of five (5) years after termination, and subject to Applicable Law, the Service Provider must maintain a record of the Services executed. The Service Provider must provide SARS and its auditors access at reasonable times, and subject to reasonable written notice, to information, records and documentation relating to the Services or this Agreement for the purpose of performing audits, examinations and inspections in order to verify the Service Provider’s compliance with the terms of this Agreement and/or to enable SARS to comply with the requirements of any Regulatory Authority. All costs incurred in performing audits under this clausewill be borne by SARS, unless audit findings reveal the Service Provider’s non-compliance with the terms of this Agreement and/or requirements of a Regulatory Authority or similar institution having jurisdiction over SARS and/or the Service Provider, in which event such costs will be borne by the Service Provider.
	3. The Service Provider must maintain the staff complement required by SARS and provided in the Service Provider’s bid proposal to the RFP. Provided that:
		1. The Parties may, by agreement, reduce the complement following any Review Period, where the Base Volume of transactions by SARS decrease as follows:

**(TO BE ADDED)**

1. **COMPLIANCE WITH SARS POLICIES**

* 1. The Service Provider must comply with all the policies of SARS, including those on, data security, procurement, security and access to SARS’ premises, as well as Travel Policies.

* 1. Where, in a specific situation, the Service Provider finds it impractical to comply with the Travel Policy, it shall immediately notify the Travel Manager, who will issue a written directive regarding the matter. Fees or charges emanating from travel arrangements made by the Service Provider which do not conform to the Travel Policy or written directives of the Travel Manager shall be for the account of the Service Provider.
1. **SARS’ OBLIGATIONS**
	1. SARS must:
		1. in writing, on the Commencement Date, nominate a Travel Manager, and communicate the names and contact details of such person to the Service Provider in writing. SARS may from time to time change the Travel Manager, in which event SARS must give the Service Provider at least 24 hours’ written notice of such change;
		2. provide the Service Provider with timeous management decisions and any necessary approvals or authorisations to enable the Service Provider to fulfil its obligations under this Agreement;
		3. make available to the Service Provider all relevant information, policies and data at its disposal, which is reasonably required for the rendering of the Services; and
		4. monitor and review the Service Provider’s performance in terms of this Agreement. SARS however, reserves the right subject to Applicable Law, to appoint a third party to monitor and review the Service Provider’s performance in terms of this Agreement.
	2. Subject to the Service Provider’s Personnel’s compliance with SARS’ access and security policies, provide the Service Provider’s Personnel with access to the premises and facilities of SARS if necessary for the purposes of rendering the Services.
2. **MANAGEMENT OF SERVICE LEVELS**
	1. The Service Levels are indicated in **Annexure A**. The Service Provider’s performance is to be measured in a Measurement Period contemplated in **Annexure A**.
	2. In any one Measurement Period, the total Service Level Credit in respect of this Agreement shall be the sum of all the individual Service Levels Credits, each of which is calculated as being the product of the Amount at Risk, the Weighting Factor of the Service Level Failure and the penalty percentage as per the metrics in **Annexure A**.
	3. The Service Provider shall be excused from failing to comply with the Service Levels to the extent that non-performance or delayed performance is solely and directly attributable to-
		1. an act or omission of SARS or SARS’ personnel; or
		2. circumstances of *force majeure* as referred to in this Agreement, subject to **clause 25.2** below.
	4. In the event that SARS is entitled to a Service Level Credit under this Agreement, the amount of such Service Level Credit shall be set forth as a deduction on the Service Provider’s next invoice to SARS. If there is no further invoice to be issued for the Services in terms of this Agreement, then the Service Provider shall refund the amount of the Service Level Credit to SARS.
	5. If the Service Provider fails to meet any Service Level, the Service Provider shall, promptly and timeously investigate and report to SARS on the following-
		1. the nature and date of the Service Level Failure;
		2. root causes of the Service Level Failure; and
		3. a summary of the steps the Service Provider has taken to resolve the Service Level Failure and mitigate the recurrence of such Service Level Failure.
	6. The Service Provider shall be responsible for monitoring, measuring and reporting on its performance of the Services against the Service Levels on a continuous basis and provide SARS with a monthly report on such performance (the “**Monthly Performance Report**”), within six (6) Business Days after the end of each month. Any failure by the Service Provider to perform any of the obligations set forth in **clauses 7.5 and 7.6** during any given month will also be deemed to be a Service Level Failure.
3. **THIRD PARTY TRAVEL EXPENSES AND COMMISSION**
	1. With the exception of air travel, the Service Provider shall incur Travel Expenses on SARS’ behalf and the Service Provider shall pay third party suppliers directly, and subject to **clause 8.3** below, recover such expenses from SARS.
	2. The Service Provider shall book all air travel using the Designated Account, unless advised otherwise in writing by SARS.
	3. The Service Provider must arrange to receive third party supplier invoices for each Travel Expense. Promptly following the receipt of an invoice, the Service Provider must review such invoice and determine which charges are valid and proper and which are not. Such process shall include a reconciliation of all credit notes and refunds received for cancelled bookings. The Service Provider shall then, on a monthly basis, provide SARS with such invoices and credit notes together with a statement identifying the charges that are, and are not, proper and valid. The Service Provider shall only pay valid Travel Expenses charges by third party suppliers, and ensure that charges billed for SARS’ account are accurate and in accordance with this Agreement.
	4. Together with the monthly statement of Travel Expenses, the Service Provider shall provide SARS with a reconciliation of the Designated Account transactions.
	5. The Service Provider is not entitled to charge any margin, mark-up, commission or administration fee on the Travel Expenses. If any commission is earned by the Service Provider, or refunds, specials or other rewards (which might not necessarily be of a monetary value) are granted to the Service Provider owing to its execution of the Services, the Service Provider must delegate or pass such commissions, specials or rewards to SARS as they are earned and become available and shall pay or pass such commissions, specials or rewards to SARS on a quarterly basis. Such transfers by the Service Provider shall be into an account designated in writing by the Travel Manager or where such are not in monetary form, in the manner directed by the Travel Manager in writing.
4. **LOYALTY AND REWARD PROGRAMS**
	1. The Service Provider shall ensure that all points, credits and rewards offered under loyalty and/or rewards programs related to the Services are credited to SARS.
5. **PRICING AND INVOICING**
6. 1. The Service Provider must invoice SARS for Services rendered according to the pricing schedule accepted by SARS, attached hereto as **Annexure B**.
	2. The initial management fee payable monthly in terms of this Agreement shall be fixed at R **(TO BE ADDED)** per month based on an agreed Base Volume of **(TO BE ADDED)** transactions. The management fee will be subject to review on a quarterly basis based on actual travel volumes.
	3. The amounts set forth in **Annexure B** are all inclusive, including Value-Added Tax, and payable in South African Rand (ZAR). The Service Provider shall not be entitled to any additional fees or charges, including expenses, of whatsoever nature.
	4. All payments required to be made by SARS to the Service Provider for travel outside of the Republic of South Africa, Lesotho, Namibia and Swaziland shall be subject to exchange control approval by the South African Reserve Bank.
	5. The Service Provider shall maintain complete and accurate records of all amounts billed to and payments made by SARS under this Agreement (including Travel Expenses) in accordance with generally accepted accounting principles. The Service Provider agrees to provide SARS with any information in respect of each invoice, as may be requested by SARS to verify accuracy and compliance with the provisions of this Agreement.

* 1. The Service Provider must verify that each invoice is complete and accurate, and that it conforms to the requirements of this clausebefore issuing the invoice to SARS.
	2. The Service Provider must submit all invoices to the Travel Manager and where requested to do so by the Travel Manager, send copies to other SARS officials.
	3. Subject to **clause** **11.1**, SARS shall pay undisputed amounts in an invoice owed to the Service Provider within thirty (30) days after SARS receives such invoice, if the invoice is accurate and meets the requirements of this Agreement.
	4. Should SARS query an item in an invoice, the Service Provider must, within two (2) days after a written request by SARS, provide SARS with any other documentation or information reasonably required by SARS in order to verify the accuracy of amounts indicated in an invoice.

* 1. SARS may withhold, deduct or set off from any monies due and owing to the Service Provider in terms of this Agreement, an amount equal to the amount of any outstanding claims that SARS may have against the Service Provider for damages, costs or any other indebtedness arising out of this Agreement: Provided that SARS will provide the Service Provider with written notice of its intention to offset, supported by reasonable detail of the actual damages, costs or indebtedness incurred and sought to be offset by SARS.
	2. A certificate of indebtedness signed by the Chief Financial Officer of SARS reflecting the amount due and payable under **clause 10.10** above shall be sufficient and conclusive proof of the contents and correctness thereof for the purposes of withholding, deduction or set off by SARS or for provisional sentence, summary judgment or any other proceedings against the Service Provider in a court of law and shall be valid as a liquid document for such purposes.
1. **DISPUTED CHARGES AND INVOICING ERRORS**
2. 1. SARS may withhold payment of fees that SARS disputes in good faith or, if the disputed fees have already been paid, SARS may withhold an equal amount from a subsequent payment, including disputes in respect of an error in an invoice or an amount paid. If SARS withholds any such amount-
		1. SARS shall promptly notify the Service Provider that it is disputing such amount, providing a reasonable explanation of the rationale therefore and the Parties shall promptly first address such dispute in accordance with this **clause 11**;
		2. If the dispute relates to (or equals in the case of disputed amounts that have already been paid) only a percentage of the invoiced amount, then SARS shall pay the undisputed amount in accordance with **clause 10.8** above; and
		3. If an invoice is identified as incorrect, then the Service Provider shall either issue a correct invoice if the amount has not yet been paid, or make a correction on the next invoice if the amount has been paid.
	2. Any dispute arising in terms of **clause 11.1** above and which remains unresolved for five (5) Business Days after it has arisen, shall be referred by either Party to SARS’ Senior Manager: Contract Manager and the Service Provider’s Account Manager or their designees for resolution.

* 1. The SARS Senior Manager: Contract Management and the Service Provider’s Account Manager or their designees shall meet within five (5) Business Days of the referral of the dispute to resolve such dispute.
	2. In the event that the dispute remains unresolved after seven (7) days of its referral to the persons mentioned in **clause 11.3**, either Party shall be entitled to refer the dispute for resolution in accordance with the provisions of **clause 19** below: Provided that **clause 19** will not apply to disputes contemplated in this **clause 11**.
1. **MEETINGS AND REPORTING**
	1. The Account Manager and the Travel Manager shall meet for bi-weekly operations meetings, monthly strategic meetings, to discuss the execution of the Services. In addition, quarterly and annual reviews will be held wherein the Service Provider will present SARS’ travel activities for the relevant periods. The Parties may, in addition, meet at any reasonable time at the request of either Party.

* 1. The Service Provider shall be responsible for the correct recording of the meeting proceedings.

* 1. The Service Provider shall deliver the record of the meeting proceedings to SARS within two (2) Business Days after the date of the meeting or such shorter period as SARS may of necessity prescribe in writing, for SARS’ perusal and verification.

* 1. SARS shall have the right to comment on and amend the record. SARS’ comments and amendments shall be discussed and/or confirmed at the next meeting between the Parties.
	2. **Clauses 12.3** and **12.4** aboveare subject to **clause 31.12** below.
	3. The Service Provider shall prepare and submit to SARS all reports outlined in the RFP, on a timely basis and in line with the Service Levels.
	4. Any information provided by the Service Provider in reports or meetings should be accurate, relevant and sufficiently detailed to provide assurance that the Services comply with SARS’ requirements.
1. **RELATIONSHIP BETWEEN THE PARTIES**
2. 1. The Service Provider is an independent contractor and under no circumstances will it be considered a partner, joint venture partner or employee of SARS in the execution of this Agreement.
	2. The Service Provider’s Personnel engaged by the Service Provider will be the Service Provider’s employees, contractors, agents or third party suppliers and the entire management, direction and control of all such persons will be the responsibility of the Service Provider. The Service Provider is liable to SARS for the performance, malperformance, acts and/or omissions of any of the Service Provider’s Personnel or other personnel involved in the execution of this Agreement.
3. **THIRD PARTY COOPERATION**
	1. As part of the Services, where appropriate and when requested by SARS to do so, the Service Provider shall provide full co-operation to any third party that might be contracted by SARS on the same or related engagement or for purposes contemplated in **clause 6.1.4** above, to the extent that the co-operation does not create a conflict of interests, breach of industry ethics or compromise the Service Provider’s intellectual property rights or interests.
	2. It is, however, agreed that the relationship between the Service Provider and any such third party will not constitute an alliance or partnership and that neither the Service Provider nor the third party will be required to perform quality checks on the work of the other party, except where the third party is appointed for purposes contemplated in **clause 6.1.4** above.
4. **SECURITY VETTING OF THE SERVICE PROVIDER’S PERSONNEL**
5. 1. SARS may, subject to Applicable Law, at any time during the subsistence of this Agreement and in terms of its prevailing Policies, Procedures and Practices, request that the Service Provider, at its own costs –
		1. send any or all of its Service Provider’s Personnel for security vetting with a competent service provider and provide SARS with security clearance certificates; and
		2. provide a personal background screening report from a reputable screening agency on personal status such as but not limited to the following:

a) citizenship status report;

b) criminal activity report; and

c) credit worthiness report,

of any or all of the Service Provider’s Personnel.

* 1. SARS may also at its sole and absolute discretion perform a security check (vetting) or any personal background screening on any or all of the Service Provider’s Personnel.

Where SARS establishes the Service Provider’s Personnel to be a security risk, SARS will inform the Service Provider accordingly and the Service Provider shall replace such Service Provider’s Personnel with another one of equal or better qualification(s) and experience.

* 1. The provisions of this clause will not exonerate the Service Provider from compliance with the provisions of clause 2.2.2 of the Personal Information Processing Addendum.
1. **CONFIDENTIALITY**
	1. Neither Party may, both during the term of this Agreement and after its expiration, disclose any Confidential Information to any third party without the prior written consent of the other.
	2. The Service Provider shall ensure that the Service Provider’s Personnel individually take the SARS Oath / Declaration of Secrecy before commencing with execution of this Agreement and shall submit the original copies of such Oath / Declaration to the SARS Travel Manager.
	3. SARS reserves the right to continually monitor and verfiy that the Service Provider’s Personnel have individually taken the SARS Oath / Declaration of Secrecy.
	4. The Service Provider must protect the interests of SARS and its Confidential Information by-
		1. making available such Confidential Information only to those of the Service Provider’s Personnel who are actively involved in the execution of its obligations under this Agreement and then only on a “need to know” basis;
		2. putting in place information security practices and procedures reasonably acceptable to SARS to prevent unauthorised disclosure and taking all practical steps to impress upon the Service Provider’s Personnel who need to be given access to Confidential Information, the secret and confidential nature thereof;
		3. not using any Confidential Information of SARS, or disclosing directly or indirectly any Confidential Information of SARS to third parties, whether during the subsistence of this Agreement or thereafter; and
		4. ensuring that all Confidential Information of SARS which has or will come into the possession of the Service Provider and the Service Provider’s Personnel, will at all times remain the sole and absolute property of SARS.
	5. Where the Service Provider is served with a request, demand or court papers which seek the disclosure of Confidential Information of SARS, the Service Provider shall, without disclosing such Confidential Information, forthwith and no later than 24 hours from the time of receipt of such request, demand or court papers, transmit all such document(s) served on it to the SARS Travel Manager, whereupon SARS will respond as necessary.
	6. The Service Provider shall not remove from SARS’ premises any documents or material relating to the Services or SARS’ business without first obtaining the written consent of SARS.
	7. Upon SARS’ request, the Service Provider must promptly return all documents, material, information, or data relating to the Services to SARS.

* 1. The Service Provider must comply with the provisions of POPIA, and ensure compliance with the Personal Information Processing Addendum in that regard.
	2. The Service Provider may not disclose / share any Confidential Information with any person, including its affiliates, outside the borders of South Africa, unless it obtains prior, written consent from SARS, which consent will, if granted (at the sole discretion of SARS), be subject to section 72 of POPIA. In this regard and in the event the written consent is obtained, the Service Provider fully indemnifies SARS and its employees against all and any third party damages, liability claims, Losses or the like occasioned by or as a result of i) the Service Provider exchanging, sharing or having exchanged or shared SARS Confidential Information; ii) the Service Provider failing to comply with POPIA in its exchange / sharing of SARS Confidential Information or iii) breach by the recipient of the information of POPIA or POPIA equivalent laws.
	3. The Service Provider fully indemnifies SARS and its employees against all and any third party damages, liability claims, Losses or the like which may be occasioned by or as a result of any failure by the Service Provider and/or the Service Provider’s Personnel to comply with this **clause 16**.
	4. The provisions of this clause shall survive the termination or cancellation of this Agreement for any reason whatsoever.
1. **INTELLECTUAL PROPERTY**
2. 1. The Parties will each retain ownership of their pre-existing intellectual property rights.
	2. Subject to Applicable Law and pre-existing intellectual property rights of the Service Provider and/or any third party, all intellectual property rights to literary works created in the course of executing the Services shall vest exclusively in SARS.
	3. In the event of the Service Provider’s intellectual property being incorporated into any aspect of the Services being rendered in terms of this Agreement, the Service Provider hereby grants SARS a non-exclusive, royalty free license for the duration of this Agreement to use such intellectual property for its own purposes in connection with the Services.
	4. The Service Provider warrants to SARS that it holds the right, title and interest to the intellectual property it will be utilising to render the Services, alternatively it has procured the necessary rights from the relevant third party and indemnifies SARS against any claim of infringement, which any third party may make or bring against SARS as a result of this Agreement.
3. **BREACH**
	1. Subject to **clause** **20** below, if a Party (the “Defaulting Party”) is in default or breach of any term of this Agreement and that Defaulting Party fails to remedy such default or breach within seven (7) Business Days after receipt of a written notice given by the other Party (the “Aggrieved Party”) calling upon the Defaulting Party to remedy such default or breach, then the Aggrieved Party may, without prejudice to any other rights which it may have in terms hereof or at law-
		1. claim specific performance;
		2. cancel this Agreement and claim damages from the Defaulting Party, such cancellation to be effective immediately on receipt by the Defaulting Party of a written notice to that effect; or
		3. claim any money due and payable in terms of this Agreement and claim damages from the Defaulting Party.

* 1. The remedies set out in this clause shall not be construed to be exhaustive of any other remedies available to the Parties.
	2. The Service Provider acknowledges that it is a material term of this Agreement that the Service Levels prescribed in **Annexure A**, must be maintained throughout the duration of this Agreement. The Parties agree that multiple Service Level Failures will constitute sufficient proof of persistent non-compliance by the Service Provider with SARS’ prescribed Service Levels, and that such persistent non-compliance will constitute a material breach of this Agreement.
	3. Multiple Service Level Failures will be deemed to have occurred where the Service Provider fails to meet any of the Service Levels or Critical Service Levels on three (3) or more occasions during the same month, or if the Service Provider fails to meet the same Service Level or Critical Service Level on four (4) different occasions during any consecutive two (2) month period.
1. **DISPUTE RESOLUTION**
2. 1. In the event of any dispute arising out of or in connection with this Agreement, the Parties shall try to resolve the dispute by negotiation. This entails that the one Party invites the other in writing to a meeting and attempts to resolve the dispute within seven (7) days from date of the written invitation.
	2. If the dispute has not been resolved by such negotiation as contemplated above, or in **clause 11**, the Parties shall submit the dispute to the Arbitration Foundation of Southern Africa (“AFSA”) administered mediation, failing which the dispute shall be determined as below.
	3. Save in respect of those provisions in this Agreement which provide for their own remedies which would be incompatible with arbitration, any dispute arising from, or in connection with this Agreement and not resolved as contemplated above will finally be resolved by arbitration in accordance with the Rules of AFSA or its successor, by an arbitrator or arbitrators appointed by AFSA.
	4. Neither Party shall be precluded from obtaining interim relief or an interim remedy from a court of competent jurisdiction pending the decision of the arbitrator.
	5. This clause is severable from the rest of the provisions of this Agreement so that it will operate and continue to operate notwithstanding any actual or alleged voidness, voidability, unenforceability, termination, cancellation, expiry or accepted repudiation of this Agreement.
	6. Subject to **clause 11.1** above, 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 its obligations in terms of this Agreement: Provided that SARS shall not pay any invoice in respect of which there is a pending dispute.
3. **TERMINATION**
4. 1. **Termination for cause by SARS**
		1. SARS may, by giving notice to the Service Provider, terminate this Agreement or the rendering of the Services in whole or in part, as of a date set out in the notice of termination, in the event that the Service Provider–
			1. breaches the confidentiality provisionsof this Agreement;
			2. breaches the Personal Information Processing Addendum;
			3. breaches Applicable Law;
			4. is found guilty of an offence in terms of Applicable Law;
			5. commits an act of insolvency as defined in the Insolvency Act, 1936 (Act No. 24 of 1936) or is placed under provisional liquidation or under business rescue proceedings or is finally liquidated;
			6. fails to maintain its accreditation with IATA; or
			7. commits or participates in any unlawful, dishonest or unethical act in executing this Agreement.
	2. SARS shall have no liability to the Service Provider with respect to a termination under this clause.
5. **WARRANTIES**
	1. The Service Provider hereby represents and warrants to SARS that-
		1. this Agreement has been duly authorised and executed by it and constitutes a legal, valid and binding set of obligations on it;
		2. it is acting as principal and not as an agent of an undisclosed principal;
		3. the execution of this Agreement does not constitute a violation of any statute, judgment, order, decree or regulation or rule of any court, competent authority or arbitrator or competent jurisdiction applicable or relating to the Service Provider, its assets or its business, or its memorandum of incorporation or any other documents or any binding obligation, contract or agreement to which it is a party or by which it or its assets are bound;
		4. it has in place and will, throughout the duration of the Agreement, maintain security safeguards contemplated in section 19 of POPIA;
		5. it has the necessary resources, skills and capacity to render the Services to SARS in a diligent manner;
		6. it will provide the Services in a cost-effective and expedient manner, thereby ensuring that no unnecessary or extraordinary costs are incurred and passed on to SARS;
		7. it has the capacity to timeously deliver the Services, time being of the essence;
		8. it shall not, in executing the Services, breach or infringe any intellectual property right of a third party;
		9. it will comply with the Personal Information Processing Addendum;
		10. no factual circumstances exist that may materially affect its capacity to perform its obligations under this Agreement;
		11. it, along with the Service Provider’s Personnel, shall at all times have, and comply with all legal requirements and with the terms and conditions of all necessary licenses, certificates, authorisations and consents required under the laws of the Republic of South Africa or under any other applicable jurisdiction for the delivery of the Services; and
		12. it is familiar with and will comply with Applicable Law.
	2. It is expressly agreed between the Parties that each warranty and representation given by the Service Provider in its Proposal and in this Agreement is material to this Agreement and induced SARS to conclude this Agreement.
	3. The provisions of this clause shall survive the termination of this Agreement.
6. **LIABILITY**
	1. The Service Provider shall be liable to SARS, where SARS has suffered any direct damages and/or Losses as a result of the Service Provider’s failure to observe its obligations in terms of this Agreement.
	2. The Service Provider shall further be liable to SARS for all indirect and consequential or special damages and/or Losses suffered by SARS as a result of gross negligence, wilful misconduct or breach by the Service Provider or the Service Provider’s Personnel of confidentiality provisions in this Agreement, breach of Applicable Law, infringement of third party intellectual property rights or a criminal act committed by the Service Provider, the Service Provider’s Personnel or any employee of the Service Provider.
7. **INSURANCE**
8. 1. The Service Provider must, on or before the Commencement Date and for the duration of this Agreement, have and maintain adequate insurance cover consistent with acceptable and prudent business practices and acceptable to SARS, against all actions, suits, claims or other expenses arising in connection with damages or Losses for which it is liable in terms of this Agreement.
	2. The Service Provider must, on the Commencement Date, provide SARS with certificates of insurance evidencing that the insurance covers and policy endorsements required under this Agreement are in place, and thereafter provide evidence of renewal of such insurance at least three (3) Business Days prior to expiration thereof.
	3. The Service Provider must provide SARS with at least thirty (30) days’ notice prior to any material modification of the insurance policies contemplated in this Agreement.
	4. In the event of loss or damage or other event that requires notice or other action under the terms of any insurance coverage indicated herein, the Service Provider shall be solely responsible to take such action. The Service Provider shall provide SARS with contemporaneous notice and with such other information as SARS may request regarding the event.
	5. Without limiting the generality of SARS’ rights and remedies in this Agreement, in the event of a failure by the Service Provider to take out or maintain any insurance required hereunder, or to provide evidence of renewal within the period indicated herein, SARS may purchase the requisite insurance and deduct or offset the costs thereof from any monies due to the Service Provider by SARS under this Agreement.
9. **INDEMNITY BY THE SERVICE PROVIDER**
	1. The Service Provider hereby indemnifies, holds harmless and agrees to defend SARS and its officers, employees, agents, successors and assigns, against all claims or Losses arising from or in connection with, any of the following-
		1. Third party claims attributable to any breach of the provisions of this Agreement by the Service Provider;
		2. Third party claims attributable to theft, fraud or other unlawful activity or any negligent, wilful or fraudulent conduct by the Service Provider or the Service Provider’s Personnel and claims attributable to errors and/or omissions;
		3. Third party claims arising from or related to the death or bodily injury of any agent, employee, customer, business invitee, business visitor or other person caused by the delictual conduct of the Service Provider or the Service Provider’s Personnel; or
		4. Claims arising from damage to property owned or leased by SARS or belonging to a third party caused by the acts or omissions of the Service Provider or the Service Provider’s Personnel.
10. **FORCE MAJEURE**
11. 1. Subject to the provisions of **clause 25.2** below, in the event of any circumstance arising or action taken beyond the reasonable control of a Party or the Parties hereto, such as but not limited to war, rebellion, riot, civil commotion, lockout, fire, accident, operation of law, Applicable Law, epidemic, pandemic or any other circumstance preventing the Parties or any of them from the performance of any obligation hereunder (any such event hereinafter called “*force majeure* event”) then the Party affected by such *force majeure* event shall, subject to **clauses 25.3** and **25.4** herein, be relieved of its obligations hereunder during the period that such *force majeure* subsists.
	2. The Service Provider must, prior to invoking the provisions of this **clause 25**, demonstrate to the satisfaction of SARS that it activated the disaster recovery plan contemplated in the RFP but was unable to circumvent the *force majeure* event.
	3. Should a *force majeure* event arise, the affected Party shall within ten (10) days of the commencement of the event notify the other Party of the event, giving sufficient details thereof, including details of how the event has impacted the affected Party’s ability to perform in terms of the Agreement, as well as the estimated duration of the event or disturbing circumstances.
	4. The affected Party’s relief is only to the extent so prevented and to the extent that the affected Party is not the cause of the *force majeure* event. Such Party shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage which the other Party may suffer due to or resulting from the *force majeure* event.
	5. The affected Party shall use Commercially Reasonable Efforts to remove the disturbance with the least possible delay so that its obligations can be fulfilled as soon as reasonably possible, in the manner provided for in this Agreement.
	6. SARS shall be entitled to use the services of other parties during *force majeure* events declared by the Service Provider.
12. **STEP IN RIGHTS**
	1. In addition to any other rights and remedies that it may have in terms of this Agreement or otherwise, including the right to terminate this Agreement, SARS may in its sole discretion elect to temporarily step in and take over the Services as contemplated below, immediately upon SARS’ identification or the Service Provider's notification to SARS of the occurrence of any adverse event caused by the Service Provider, which SARS considers, in its reasonable opinion, to be an event which may affect continuity of the Services.
	2. For the purposes of this clause, SARS may (at its option), either itself or by the procurement of an alternative third party service provider, temporarily take over the provision of the Services until such time that SARS is able to make permanent alternative arrangements for the provision of the Services: Provided that any takeover by SARS as envisaged in this clause shall apply for a period of no more than one hundred and eighty (180) days, reckoned from the date that SARS temporarily takes over the provision of the Services. The Service Provider must, upon the request of SARS, fully co-operate with and assist SARS during any temporary take-over of the Services.
	3. To the extent that SARS exercises its right to assume the rendering of the Services or part thereof itself, or by a third party service provider, the Service Provider shall not be entitled to any fees and/or payment during the period for which SARS or the third party assumes the Services. SARS shall not, under any circumstances, by virtue of any assumption, be obliged, deemed or required to take over or assume responsibility for the conduct of the Service Provider's business operations.
13. **CONFLICT OF INTERESTS**
	1. Neither the Service Provider nor the Service Provider’s Personnel must have any interest or receive any remuneration in connection with the execution of the Services, except as provided for in this Agreement.
	2. The Service Provider must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing this Agreement. The Service Provider must have systems in place to identify potential conflicts and to bring them to the attention of SARS.
	3. The Service Provider warrants that there are no contracts, restrictions or other matters which would interfere with its ability to discharge its obligations under this Agreement. If, while executing its duties and responsibilities under this Agreement, the Service Provider becomes aware of any potential or actual conflict between its interests and those of SARS, the Service Provider must immediately inform SARS. Where SARS forms the view that such a conflict does or could exist, it may direct the Service Provider to take action(s) to resolve that conflict, and the Service Provider shall comply with that instruction.

1. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT**
	1. The Service Provider must remain BEE compliant and maintain or improve upon the B-BBEE status level it had when the tender (RFP) was awarded.
2. **TAX COMPLIANCE**
	1. The Service Provider represents and warrants that, as of the Commencement Date, it is and will remain compliant for the duration of this Agreement with all Applicable Law relating to taxation.
3. **ADDRESSES**
4. 1. Each Party chooses the addresses 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.
	2. SARS’ physical address for ***service of notices and legal processes*** is-

Attention: Head - Corporate Legal Services

Lehae La SARS

299 Bronkhorst Street

Nieuw Muckleneuk

PRETORIA

* 1. The Service Provider’s physical address for ***service of notices and legal processes*** is-

Attention: **(TO BE ADDED)**

* 1. SARS’ email address for communications, and/or correspondences in connection with the execution of the Services is: **(TO BE ADDED)** and carbon copy **(TO BE ADDED)**.
	2. The Service Provider’s email address for communications, and/or correspondences in connection with the execution of the Services is: **(TO BE ADDED)**.
	3. 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 of *domicilium*, provided that documents in legal proceedings in connection with this Agreement may only be served at a Party’s physical address.
	4. Any Party may by written notice to the other Party, change its chosen address to another address, provided that-

* + 1. the change shall become effective on the tenth (10th) Business Day after the receipt or deemed receipt of the notice by the addressee; and
		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.*
	1. The Parties record that whilst they may correspond via email for operational reasons, no formal notice required in terms of this Agreement, nor any amendment or variation to this Agreement may be given or concluded via email.
1. **GENERAL**
2. 1. **Advertising and Marketing**

Except in so far as herein expressly provided, the Service Provider shall not make or issue any formal or informal announcement (with the exception of Stock Exchange announcements), advertisement or statement to the media in connection with this Agreement or otherwise disclose the existence of this Agreement or the subject matter thereof to any other person without the prior written consent of SARS.

* 1. **Assignment**

The Service Provider may not assign or transfer any obligation arising out of this Agreement.

* 1. **Authorised Signatories**

 This Agreement shall not be valid unless signed by the Authorised Signatories.

* 1. **Cession**

Subject to Applicable Law, the Service Provider may not cede or in any other manner transfer any benefit or right arising from this Agreement, without the prior written consent of SARS.

* 1. **Costs**

Each Party shall bear its own costs in respect of the negotiation, preparation and finalisation of this Agreement.

* 1. **Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts. The Parties undertake to take whatever steps may be necessary to ensure that each counterpart is duly signed by each of them without delay.

* 1. **Covenant of Good Faith**

Each Party agrees that, in its respective dealings with the other Party under or in connection with this Agreement, it shall act in good faith.

* 1. **Governing Law and Jurisdiction**
		1. This Agreement shall be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.
		2. The Service Provider hereby consents to the jurisdiction of the High Court of the Republic of South Africa (Gauteng Division, Pretoria), in regard to all matters arising from this Agreement.
	2. **No Withholding of Consents**

Where agreement, approval, acceptance, consent, or similar action by either Party is required under this Agreement, such action shall not be unreasonably delayed or withheld. An approval, acceptance, consent or similar action by a Party under this Agreement shall not relieve the other Party from the responsibility of complying with the requirements of this Agreement, nor shall it be construed as a waiver of any rights under this Agreement.

* 1. **Severability**

If any clause or provision of this Agreement is found to be invalid, illegal or unenforceable in any way, such clause or provision shall be deemed to be separate and severable from the remaining provisions of this Agreement, and the validity and enforceability of such remaining provisions shall not be affected. If, however, any invalid term is capable of amendment to render it valid, the Parties agree to negotiate in good faith an amendment to remove the invalidity.

* 1. **Waiver**

### No change, waiver or discharge from the terms and conditions of this Agreement shall be valid unless in writing and signed by the Authorised Signatories, and any such change, waiver or discharge will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege.

* 1. **Whole Agreement and Amendment**

This Agreement constitutes the whole of the Agreement between the Parties relating to the subject matter hereof and no amendment, alteration, addition, disclaimers, qualifications, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the Authorised Signatories. Any document executed by the Parties purporting to amend, substitute or revoke this Agreement or any part hereof, shall be titled an “Addendum” to this Agreement.

**SIGNED AT PRETORIA FOR AND BEHALF OF SARS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Designation:

Date signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Designation:

Date signed:

**FOR THE SERVICE PROVIDER**

Full Names : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Capacity : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_