



TERMS OF SERVICE

1. Definitions

Unless the context indicates otherwise:

“**Service Provider**” means Valiant Compliance Solutions (Pty) Ltd.

“**Client**” means Customer.

“**Services**” means all SHEQ compliance, auditing, advisory, documentation, training, risk management and hazardous chemical agent support solutions as detailed in the SLA.

“**Agreement**” means the executed Service Level Agreement and these accompanying Terms & Conditions.

“**Business Days**” means Monday to Friday, excluding public holidays in the Republic of South Africa.

“**Effective Date**” means the date of acceptance of the SLA.

“**Term**” means the duration of the SLA as agreed in the signed proposal.

2. Application of Terms

2.1 These Terms regulate all SHEQ services rendered by the Service Provider to the Client.

2.2 No variation shall be valid unless **in writing and signed** by both parties.

2.3 Acceptance of the SLA constitutes acceptance of these Terms.

3. Duration and Renewal

3.1 The Agreement will commence on the Effective Date and will continue for the agreed Term.

3.2 Unless otherwise stated, the Agreement shall automatically renew on a **month-to-month basis** after expiry, unless either party gives **30 days' written notice** of termination.

4. Service Provider Obligations

The Service Provider shall:

4.1 Perform the Services with due care, skill, professional diligence and in accordance with applicable South African legislation (OHS Act, COID, SANS standards, POPIA).

4.2 Provide onsite presence and availability according to the SLA tier selected (Retainer, Stewardship, or Hazardous Chemicals Package).

4.3 Provide written audit reports within the timeframes specified in the SLA.

4.4 Treat all Client information as confidential and safeguard POPIA-regulated personal data.

4.5 Notify the Client promptly of any compliance risks that could materially impact business operations.

4.6 Maintain professional independence and ethical standards at all times.





5. Client Obligations

The Client shall:

- 5.1 Provide the Service Provider with reasonable access to facilities, staff, documents and records required to perform the Services.
- 5.2 Ensure internal cooperation from relevant departments (Operations, HR, Warehouse, Transport, Production, etc.).
- 5.3 Provide accurate and timely information, as delays caused by withheld or inaccurate information may impact timelines.
- 5.4 Implement recommendations within reasonable timeframes to prevent recurring non-conformance.
- 5.5 Ensure compliance with agreed meeting schedules, induction procedures, and site access requirements.

6. Fees and Payment Terms

- 6.1 Fees will be charged according to the retainer option selected.
- 6.2 Additional out-of-scope services (e.g., SDS authoring, emergency drills, incident investigations, supplier audits) will be charged according to the approved rate sheet.
- 6.3 Travel costs will be charged at the SARS rate/km ex VAT.
- 6.3 Payment terms are **Net 7 days** from date of invoice.
- 6.4 Interest may be charged on overdue amounts at the prevailing rate permitted by the Prescribed Rate of Interest Act.
- 6.5 Services may be suspended for non-payment after written notice.

7. Confidentiality and Data Protection

- 7.1 Both parties agree to maintain confidentiality of all operational, commercial, and personal information.
- 7.2 POPIA compliance applies to all exchanged personal data.
- 7.3 Confidentiality obligations survive termination of the Agreement.

8. Limitation of Liability

- 8.1 The Service Provider shall not be liable for:
 - Losses arising from the Client's failure to implement recommendations.
 - Incidents caused by pre-existing hazards or infrastructure defects.
 - Indirect, consequential or punitive damages.
- 8.2 The Service Provider's maximum aggregate liability shall not exceed **one month's retainer fee**, except in cases of proven negligence or gross misconduct.



9. Breach and Termination

9.1 Either party may terminate this Agreement with **30 days' written notice**.

9.2 In the event of breach:

- The non-breaching party must issue written notice.
- The breaching party has **7 days** to remedy the breach.
- If unremedied, the non-breaching party may terminate the Agreement immediately.

9.3 Upon termination:

- All outstanding invoices become immediately due.
- All confidential materials must be returned or destroyed.

10. Force Majeure

Neither party shall be liable for delays or failure to perform caused by events beyond reasonable control, including industrial action, riots, natural disasters, or acts of government.

11. Intellectual Property

All documents, templates, risk assessments, policies, and audit tools created by the Service Provider remain the intellectual property of Valiant Compliance Solutions unless expressly transferred in writing.

12. Dispute Resolution

13.1 Parties shall attempt to resolve disputes through negotiation.

13.2 If unresolved within 14 days, the dispute shall be escalated to senior management of both parties.

13.3 If still unresolved, the dispute may be referred to arbitration in Johannesburg under AFSA rules.

14. Governing Law

This Agreement is governed by the laws of the Republic of South Africa.

15. Acceptance

Signing the SLA constitutes acceptance of these Terms & Conditions.

