



APPENDIX A: STANDARD TERMS & CONDITIONS

1. Payment

- 1.1** Our charges are expressed in South African Rands (ZAR) and we expect to receive the full payment of amount in South African Rands (ZAR), net after any currency conversion and bank charges.
- 1.2** VAT will be charged on all amounts at the statutory rate, currently at 14%. All amounts are expressed as being exclusive of VAT.
- 1.3** We reserve the right to charge interest, at a minimum of 2% per month, on any overdue amounts.
- 1.4** Should you persist in failure to settle an overdue account, we reserve our rights to halt work on the project and to recover all amounts due.
- 1.5** In the event of NCC having to institute legal proceedings for the recovery of any amounts due to NCC, or for any reason whatsoever, you shall be liable for all legal costs, including collection commission.

2. Confidentiality

We recognise and appreciate that all information provided by you to us shall be kept confidential and we shall take whatever steps we can to protect the confidentiality of the matter as well as any proprietor information that you have provided to us. However, where we are required to release such information in order to meet our mandate for this matter, then we will do so and to the extent that any information is sensitive, we will attempt to do so with your full knowledge and approval.

3. Miscellaneous matters

In order for us to perform our mandate properly you may be required, upon prior notification from ourselves to provide suitable staff for consultation with us and you shall be responsible to have the relevant officials available at the site meetings.

4. Conflicts of interest

Sometimes situations arise where the interests of two or more of our clients are in conflict or where our obligations of confidentiality create a conflict. If this happens, we will inform all clients concerned and then, depending on the circumstances, we may have to stop acting for some or all of them.

5. Law and jurisdiction

These terms and the contract between you and NCC will be subject to South African law, and the South African courts will have exclusive jurisdiction over any matter arising out of it. In the event of any one part of this document being declared invalid, such invalidity shall not affect the balance of this document which shall remain valid, binding and enforceable.

6. Limitation of liability

- 6.1** NCC undertakes to maintain Professional Indemnity Insurance cover for any and all of its services undertaken on behalf of the Client.
- 6.2** NCC undertakes to advise the Client in writing of the size of its Professional Indemnity Insurance cover.
- 6.3** In the event of any act, omission and/or negligence on the part of NCC which may lead to any damage, loss, injury, death, loss of limb/s or any other loss howsoever arising, being suffered by the Client, its agents, contractors, employees, shareholders, stakeholders or any other interested party, the Client unequivocally agrees to limit its claim against NCC to no more than the amount provided for by Professional Indemnity Insurance cover only, regardless of whether or not such damages or losses are greater than the Professional Indemnity Insurance cover.
- 6.4** In the event of the Client instituting a claim, any amount not covered by the Professional Indemnity Insurance cover is hereby expressly abandoned by the Client.