



ULTRA VISION BRAND ACTIVATORS (PROPRIETARY) LIMITED

SERVICE TERMS AND CONDITIONS ("TERMS")

These Terms are applicable to each and every Service and Client. Your acceptance of our quotation and engagement of our Services is considered as an acceptance of these Terms. These terms have been drafted in a simplified and easy to understand form. Please read these Terms carefully and it is suggested that you print a copy of these Terms and keep it for your records.

1. **Definitions**

1.1 In these Terms:

1.1.1 "**The Company/We/Us/UVBA**" means Ultra Vision Brand Activators (Registration Number: 2015/106480/07);

1.1.2 "**You/Your/Client**" means the natural or juristic person engaging our Services;

1.1.3 "**Promoter**" means the generic terms used in these Terms to identify the individuals provided to the client as staff, promoters, models, hosts or hostesses etc;

1.1.4 "**Applicable Laws**" means the laws of South Africa, which laws apply to these Terms;

1.1.5 "**Services**" means the service for which the Client has been quoted by UVBA;

1.2 Any reference to "us" includes our employees, officers, directors, representatives, agents, shareholders, affiliates, advisers, and suppliers;

1.3 As stated in **bold** at the top of these Terms, by engaging our Services, You agree to be bound by these Terms (as updated from time to time).

2. **Our Service Obligations**

2.1 UVBA endeavours to provide all round tailored, professional, excellent and quality Service to You, within the outmost ethical and legal standards.

2.2 UVBA is committed to sourcing and providing the best suitable Promoters, however UVBA's shall not be held responsible for any negligent conduct of such Promoters(s).

2.3 The rules of vicarious liability shall not be applicable to UVBA.

3. **Your Obligations**

3.1 You are obliged to ensure:

3.1.1 a safe and clean environment for all Promoters to work in;

3.1.2 that you have adequate public liability insurance in place;

3.1.3 that you maintain a strictly professional relationship with Promoters ;

3.1.4 that any Promoter provided by UVBA will only perform those duties for which You have engaged our Services, and as expressly stipulated in the quotation and/or invoice and/or other agreement reduced to writing and accepted by Us.

3.1.5 that in the event that any of the details of the Service agreement is changed, such as but not limited to additional working hours, shift changes, any changes relating to time, clothing changes or duty changes then the client is obliged to first inform Us of the proposed changes which we will in turn communicate to the Promoters;

3.1.6 that you comply with all South African Employment laws and any other applicable laws;

3.1.7 that You will provide Promoters with the necessary clothing, if any, and ensure the retrieval of all clothing, equipment and or promotional items directly from the Promoters at the end of a shift, activation or event;

3.1.8 that Your nominated representative will avail his/her contact details to the Promoters to ensure that the Promoters can access the venue without hassle. Any delay in Promoters



- starting their shift due to Your inaccessibility shall not be held against Us or the Promoter(s);
- 3.1.9 that Promoter(s) have access to bathrooms, food and beverages if the event is longer than three (3) hours, unless otherwise communicated to UVBA. Furthermore, that Promoters get a one (1) hour-long break per eight (8) hour shift worked, as dictated by South African law;
- 3.1.10
- 3.1.11 that during the event, any sexually suggestive behaviour (both verbal and physical), as well as demeaning and abusive behaviour is not inflicted upon the Promoters. Any inappropriate behaviour will not be tolerated and the Promoters are instructed to leave should they be under threat/abuse.

4. **Restraint**

- 4.1 The You hereby undertakes that:
- 4.1.1 for a period of 5 years after last services conducted by UVBA (or such lesser period as the Company may agree in writing) (the "Restraint Period"), attempt to solicit any business relating to the UVBA, or entice away from UVBA, any customer or prospective customer or supplier or prospective supplier (including landlords) or Promoter of the Company; or
- 4.1.2 persuade, induce, encourage or procure any employee or Promoter of the Company, or any person who was an employee of the Company at any time during the previous 5 years, to become employed by or interested in any Competing Business, or to terminate her employment with the Company.
- 4.2 The area of restraint referred to in this clause shall be each province in South Africa and any other country in which the Company operates at the relevant point in time.

5. **• Payment terms**

- 5.1 Before every activation/event, You are required to submit as an approval of the quote.
- 5.2 Bookings will only be confirmed once we have received the PO.
- 5.3 Quotations are based on the specifications given by you in writing and to the extent that the specifications remain unchanged, the Quotations are valid for up to 7 (seven) days from date of issue.
- 5.4 Any deposit for which the client is liable as set out in the Quote shall be payable at least 48 hours prior to the commencement of any event/activation and proof of payment must be emailed to UVBA at the e-mail address provided.
- 5.5 The outstanding balance shall be due on the last day of the activation or 7 (seven) days after receiving the quotation, whichever comes later.
- 5.6 Payments can be done by EFT or cash deposits on the payment details set out in the quotation. In the case of a cash deposit the client will be liable for any bank services charges incurred.
- 5.7 All cancellations are to be made 48hrs prior to the activation or a 50% penalty of total cost will be charged.
- 5.8 To the extent that there are any refunds to be made by UVBA to the Client, UVBA shall process these refunds within 7 days of the last day of the activation or event and submit the proof of payment to the e-mail address provided by the Client.
- 5.9 Should the Client affect payment later than the due date, UVBA shall be entitled to charge a late payment penalty on the outstanding amount.
- 5.10 The Client is responsible for all collection fees and legal fees related to the collection of debt on an Attorney Client scale.