



ARTICLES OF AGREEMENT

Between
(Insert Client Name) ("Client")
and
Boland Cleaning and Pest Control (Pty) Ltd ("Contractor")

1. NATURE OF CONTRACT

The Contractor will provide the services as specified in the specifications attached hereto, on the following terms and conditions.

2. CONTRACT PERIOD

2.1 The Contract shall commence on (Insert Date) and shall remain in force until (Insert Date).

2.2 Automatic Renewal. Thereafter, the Contract automatically renews for successive one (1) year periods unless either party gives not less than sixty (60) days' prior written notice before the end of the then-current period. If services continue after the term without a written non-renewal, the Agreement renews for a further one (1) year on the same terms. Notices under this Agreement may be given by email to the nominated addresses in Clause 18.

2.3 For-Cause Termination (Service Quality). If the Client contends that the Contractor has not complied with the Client's reasonable needs regarding quality of service, the Client shall give written notice specifying the non-conformity and a reasonable cure period of fourteen (14) days. If not remedied within such period, the Client may terminate on one (1) month's written notice without penalty.

2.4 Early Termination for Convenience (Client). If the Client terminates for convenience before the end of the Initial Period or any renewal period, the Client shall pay an Early Termination Fee equal to the lesser of (i) three (3) months of the average monthly contract sum, or (ii) sixty percent (60%) of the contract sums remaining in such period. The Early Termination Fee is a liquidated damages amount agreed by the parties and not a penalty. 'Average monthly contract sum' means the average of the last three invoiced months, excluding once-off charges.

2.5 Suspension Time. Any period of suspension under this Agreement does not pause or reduce the contract period.

3. PAYMENT OF THE CONTRACT SUM

3.1 The Client shall pay the Contractor the contract sum of R(Insert Amount) specified in the Quotation monthly. The contract sum must be paid on or before the 25th

(twenty-fifth) day of the month in which the service is rendered. This amount, including any additional services as agreed, shall be detailed on an application form for payment by the Contractor.

3.2 The Client shall be liable to pay interest equal to the prevailing prime bank rate, calculated from the date when payment was due to the date when actual payment was received.

3.3 The Client shall not be entitled, for whatsoever reason, to deduct money from any contract sum payable for breach of contract, provided the Contractor has been given reasonable prior written notice which would have enabled the Contractor to remedy the cause of the proposed deduction. Furthermore, the Client shall not be entitled to raise as a defence to any claim which the Contractor may institute against it any right of set-off or counterclaim which it may have against the Contractor.

3.4 Suspension & Reinstatement. If any undisputed amount remains overdue for seven (7) days after written notice, the Contractor may suspend services until payment is received. A reasonable reinstatement fee may be charged to cover remobilisation.

3.5 Unscheduled / Extraordinary Costs. Where unscheduled, out-of-scope or extraordinary costs arise (including special access equipment, additional technicians for urgent work, hazardous/biological waste disposal, severe soiling beyond normal, emergency call-outs, repeated failed access, Client-requested third-party tests/certificates, or replacement of Client-supplied consumables/equipment), the Client will be billed accordingly at prevailing rates agreed in writing prior to performance where practicable.

3.6 Failed Access and Stand-down. Where the Contractor is prevented from performing due to Client causes, a failed access fee equal to the greater of the call-out or two hours at the prevailing hourly rate applies. Following suspension per 3.4, a reasonable remobilisation fee applies on first return.

3.7 All amounts are exclusive of VAT and any applicable taxes unless expressly stated otherwise. VAT, if applicable, will be charged at the prevailing rate. The Client shall not withhold any portion of the Contract Sum for tax, levy or other deduction without the Contractor's prior written consent.

3.8 Access Window. The Client will provide access within a thirty (30) minute window of the scheduled start time per area. Delays beyond this window for Client-caused reasons will be treated as failed access under 3.6.

4. LIABILITY

4.1 The Contractor shall, before commencement of work, maintain the following insurances and keep them in force for the duration of the contract:

4.1.1 Occupational injury and disease insurance

4.1.2 Unemployment benefit insurance

4.1.3 Public Liability Insurance not less than R10,000,000.00 (ten million rand)

4.2 Insurance to be kept in force for the duration of the contract.

4.3 The Client shall notify its staff and occupants to take reasonable precautions to

secure valuables, cash, documents, and personal articles during cleaning times.

4.4 The Contractor shall not be liable for consequential, special, punitive or indirect loss or damage of any nature to any of the Client's property or any items housed on the Client's premises, unless negligence on the part of the Contractor is proven.

4.5 Property Damage Reporting. Any claim for direct physical damage must be reported in writing within forty-eight (48) hours of the Client becoming aware of the incident.

Failure to do so may prejudice investigation and remedy.

4.6 Aggregate Limit. Without limiting clause 10.1.1, the Contractor's aggregate liability to the Client under this Agreement shall not exceed the amount recoverable under the policy in 4.1.3 or three (3) months of the contract sum, whichever is lower, save where liability may not lawfully be limited. No claim may be instituted later than six (6) months after the event giving rise to the claim or the date of the final invoice, whichever is later, excluding claims for unpaid fees.

5. CLIENT'S RESPONSIBILITIES

5.1 The Client shall provide free of charge where possible:

5.1.1 All necessary light, water, power, change rooms and other facilities required to perform the services.

5.1.2 Suitable and safe storage accommodation for such equipment and materials as the Contractor may deem necessary to leave at the Client's premises from time to time.

5.2 Access & Safety. The Client shall ensure timely access, inductions (where required), and that the environment is safe and free of hazardous conditions.

6. CONTRACTOR'S RESPONSIBILITY

6.1 The Contractor shall:

6.1.1 Provide everything necessary for proper execution of the cleaning works per the Specification, including uniforms and safety wear.

6.1.2 Maintain its equipment in good working order.

6.1.3 Ensure fair labour practices are complied with.

6.1.4 Comply with the Client's security and emergency regulations and procedures.

6.1.5 Ensure all staff are properly uniformed.

6.1.6 Observe all statutory employment conditions applicable to the Contract Cleaning Industry.

6.1.7 Keep facilities provided clean and tidy.

6.1.8 Comply with the Client's procedures relating to the Occupational Health and Safety Act.

6.2 Rental Equipment; Ownership and Risk

6.2.1 From time to time, the Contractor may supply equipment to the Client on a rental basis to enable the Services (the "Rental Equipment").

6.2.2 Ownership/Title. The Rental Equipment remains the sole property of the Contractor (BCPC) at all times. No sale, transfer, cession, pledge, encumbrance or other disposal of the Rental Equipment is permitted. The Client shall not acquire any right of ownership by virtue of possession or payment of rental.

6.2.3 Risk and Insurance. Risk of loss, theft or damage to the Rental Equipment passes to the Client upon delivery/installation at the Site and remains with the Client until the Rental Equipment is removed by the Contractor. The Client must take reasonable care to safeguard the Rental Equipment and, if requested, maintain adequate insurance for its replacement value.

6.2.4 Use and Maintenance. The Client shall use the Rental Equipment only for its intended purpose, in accordance with the Contractor's instructions, and shall not alter, repair, relocate or move it without the Contractor's prior written consent. Routine maintenance will be performed by the Contractor unless otherwise agreed.

6.2.5 Access. The Client shall provide the Contractor with safe and reasonable access to inspect, service, replace or remove the Rental Equipment at any reasonable time on prior notice (or immediately, in an emergency or on termination).

6.2.6 Loss/Damage Fees. The Client is liable for all loss of or damage to the Rental Equipment while at the Site (fair wear and tear excepted). The Contractor may charge the Client for repair costs or replacement at current replacement value, together with reasonable call-out/removal costs.

6.2.7 Return/Removal. On expiry or termination of the Agreement (or the relevant Service), the Rental Equipment shall be made immediately available for de-installation and collection by the Contractor in a clean and serviceable condition (fair wear and tear excepted).

6.2.8 No Lien/Set-off. The Client shall have no right of lien or retention over the Rental Equipment and shall not set-off any alleged claim against amounts due for rental or Services.

6.2.9 Default/Repossession. If the Client is in material breach (including non-payment), the Contractor may, on written notice, suspend Services and repossess the Rental Equipment. Time under suspension does not reduce the contract period.

6.2.10 Delayed Collection and Restoration. Where de-installation or collection is delayed by the Client after termination, a daily holding charge applies until collection. If Rental Equipment is returned in an unsanitary state, a cleaning and restoration fee applies.

7. SERVICE VERIFICATION AND EVIDENCE

7.1 Any modifications to the agreed specification or working hours of the contract shall be valued and agreed in writing and signed by both parties prior to commencement of such work (a "Variation"). Where a Variation increases costs, the Contractor may suspend the varied element until the Variation is signed.

7.2 Service Verification. The Contractor may use electronic attendance, photos, or service sheets as *prima facie* proof of service attempts and completion for billing and dispute purposes.

8.1 WORK WEEK / SERVICE ITEMS

8.2 FOOD SAFETY & HYGIENE

8.2.1 Standards. The Contractor will perform Services in a manner consistent with applicable South African food-safety requirements (including the Foodstuffs, Cosmetics and Disinfectants Act and the General Hygiene Regulations for Food Premises (R638, as amended)), and, where the Client has an implemented system, the Client's HACCP/ISO 22000 or equivalent Food Safety Management System (FSMS).

8.2.2 Product & Surface Protection. The Contractor will prevent overspray and contamination of food, packaging and food-contact surfaces by using suitable methods (covers, barriers, controlled application, sequencing). The Client must ensure product is removed/covered and that lines/equipment are stopped and made safe where required.

8.2.3 Chemicals & SDS. Only approved chemicals will be used; decanting will be into clearly labelled containers only. Safety Data Sheets are held in the Safety File and available on request. Food-contact sanitizers will be used on food-contact surfaces where applicable.

8.2.4 Allergen & Cross-Contamination Control. Colour-coded tools and dedicated equipment will be used where practical; high-risk areas are serviced first to low-risk last (or as directed by the Client FSMS). The Client must provide an allergen map and notify the Contractor of all allergen zones before work.

8.2.5 Foreign-Object Control. Tools and parts (e.g., blades, screws, tape) are controlled via toolbox checks. Any missing item or suspected foreign-object risk is immediately reported and the area cordoned pending investigation.

8.2.6 Pest-Control Interface. Monitoring devices will be placed to avoid food-contact or open-product contamination. Toxic baits will not be used in open-food areas; monitoring traps or other approved methods will be used as required.

8.2.7 Scheduling & Access. Cleaning near exposed product will be scheduled during low-risk windows where possible. The Client will provide necessary permits/inductions, isolate energy sources where required, and grant safe access. Stop-work to prevent contamination shall not be a breach by the Contractor and time is chargeable.

8.2.8 Verification & Records. Service records will note any food-safety non-conformances observed. ATP/protein swabs, micro testing or audit support can be performed at the Client's request and will be billed as unscheduled costs under Clause 3.5.

8.2.9 Incident Response. Any suspected contamination (chemical, physical, allergen or pest related) will result in immediate stop-work, isolation of the area, and prompt notification to the Client (within 30 minutes where reasonably possible) for joint assessment and corrective action.

8.2.10 Client Responsibilities. The Client is responsible for: (a) maintaining its FSMS; (b) briefing the Contractor on site-specific food-safety rules and allergen controls; (c) protecting/removing product; (d) maintaining temperature control and hygiene barriers; and (e) providing required permits and escorts.

8.2.11 Liability. The Contractor is not liable for product loss, recall, business interruption or consequential damages arising from food-safety events except to the extent caused by the Contractor's direct negligence. In all cases, the liability cap in Clause 4.6 applies.

9. CONTRACT SUM ADJUSTMENT

9.1 The Client agrees that any increase in the cost of materials and/or statutory increases in labour, fringe benefits or VAT that come into effect after signature shall be payable by the Client and added to the Contract sum (applicable to the Contract Cleaning Industry). Annual increases will take place on each anniversary and shall be notified at least one (1) calendar month in advance.

9.2 Transparency & Cap. Where increases are not strictly statutory, adjustments will be reasonable and, where practicable, aligned to CPI plus 2 percent, capped at 10 percent per annum, with effect from the anniversary date.

9.3 The Contractor shall provide documentary proof of such increases to the Client on request.

9.4 Service Changes & Addendum (Quantities / Frequency / Scope)

9.4.1 Any change to the service request, quantities or frequency (including adding/removing dispensers or bins, adjusting treatment points, visit counts, areas serviced, or hours) constitutes a Variation and must be recorded in the Service Change Addendum set out below.

9.4.2 The Addendum must be signed by both parties and must state the Effective Date. Pricing will adjust pro-rata from the Effective Date and will appear on the next invoice.

9.4.3 For urgent changes, the Client's email or WhatsApp instruction is temporary authority for up to seven (7) days pending signature; failing signature, the Contractor may revert to the last signed scope or suspend the varied element.

9.4.4 Until the Addendum is signed, the Contractor is not obliged to implement the change and may suspend the varied element without prejudice.

9.4.5 Each signed Addendum forms part of this Agreement.

10. CONTRACTOR'S DEFAULT

10.1 The Contractor must be notified in writing of the details of any claim within 72 hours after the Client became aware of the incident, failing which any claim shall lapse (subject to 4.5).

10.1.1 The liability of the Contractor in respect of any one claim or series of claims brought against it by third parties shall be limited to its public liability insurance amount, not exceeding R10,000,000.00.

10.2 If the Contractor defaults as listed (suspects without reasonable cause, refuses to proceed with reasonable diligence, fails to comply after written notice), and such default continues for 14 days after a registered letter specifying the default, the Client may determine the contract per Clause 12 and seek damages as permitted by law.

11. CLIENT'S DEFAULT

11.1 If the Client does not pay as provided in Clause 3, or is otherwise in default, the Contractor may cease work forthwith until payment/default is rectified.

11.2 In addition to suspending work, the Contractor may, after giving 7 days' written notice, determine the Contract for Client breach, without prejudice to any other rights.

11.3 On Client default termination, the Contractor shall be paid a liquidated and ascertained pre-estimate of damages as a percentage of the Contract Sum, without prejudice to other remedies.

11.4 A Certificate signed by the Contractor's Auditor specifying the amount due shall be sufficient proof for purposes of obtaining judgment.

11.5 The Client shall not be entitled to cancel or defer payments in the event of services being interrupted or suspended due to causes beyond the Contractor's reasonable control, including labour disputes, civil unrest, local or national disaster, or utility interruptions.

11.6 Time Under Suspension. Time spent under suspension does not reduce the contract period.

11.7 Recovery Costs. Client is liable for reasonable collection and legal costs on an attorney-and-client scale.

11.8 Non-Solicitation. The Client shall not employ or contract any person engaged in delivering the Services during the term and for 12 months thereafter without the Contractor's prior written consent. If breached, a fee equal to six (6) months of that person's gross monthly remuneration is payable.

12. SETTLEMENT OF DISPUTES

12.1 Any dispute or difference not settled between the parties shall, on written notice, be addressed as follows:

12.1.1 The parties will first engage in good-faith mediation for fourteen (14) days with a mutually agreed facilitator or considered expert.

12.1.2 If mediation fails, both parties consent to the jurisdiction of the Magistrates' Court. Either party may elect to institute action in the High Court. This Agreement is governed by the laws of the Republic of South Africa.

13. ANNUAL ESCALATION

Annual price increases are effective annually and will be mutually communicated at least one (1) calendar month before the anniversary of the contract, and implemented in line with Clause 9.

14. FORCE MAJEURE

Neither party shall be liable for delay or failure to perform caused by events beyond reasonable control, including but not limited to strikes, load-shedding not within a party's control, extreme weather, civil unrest, epidemics, supply chain disruptions, or municipal water/utility interruptions. Affected obligations are suspended for the duration of the event, and any missed visits will be rescheduled as soon as reasonably practicable without penalties to the Contractor.

15. THIRD PARTY USE

15.1 Assignment and Subcontracting. The Contractor may subcontract performance elements and may assign receivables or administrative rights on written notice. The

Contractor remains responsible for the acts and omissions of subcontractors in the performance of the Services.

16. PROTECTION OF PERSONAL INFORMATION (POPIA)

16.1 Roles and scope. For purposes of the Protection of Personal Information Act, 2013 (POPIA), the Client is the Responsible Party and the Contractor is an Operator when processing personal information on the Client's behalf under this Agreement.

Processing includes name, contact details, access logs, induction and training records, incident and audit notes, photographs of work areas, and any information required to comply with health, safety and food-safety obligations.

16.2 Purpose and lawful basis. Personal information shall be processed only to plan, deliver and verify the Services, to comply with legal obligations under OHSA and related regulations, to maintain security and site access control, and to manage service quality and billing, on the lawful bases permitted by POPIA.

16.3 Operator undertakings. The Contractor shall:

16.3.1 process personal information only on the Client's documented instructions and this Agreement;

16.3.2 implement appropriate technical and organisational security measures proportionate to the risk, including access controls, device protections and staff confidentiality undertakings;

16.3.3 ensure personnel handling personal information are subject to confidentiality obligations;

16.3.4 not transfer personal information to a third party or across borders except to sub-operators reasonably required for the Services and subject to protections that are substantially similar to POPIA standards;

16.3.5 notify the Client without undue delay after becoming aware of an actual or reasonably suspected security compromise involving the Client's personal information, providing available details and reasonable cooperation.

16.3.6 Notification Channel. Security compromise notices will be sent to the Client's primary email contact in Clause 17, together with available mitigation steps.

16.3.7 on reasonable notice, provide information required for the Client to demonstrate compliance with POPIA in relation to the Services.

16.3.8 on termination, delete or return personal information within a reasonable period, unless retention is required by law or for the establishment, exercise or defence of legal claims.

16.3.9 Data Subject Requests. The Contractor will promptly relay any data subject request received directly and will reasonably assist the Client in responding, at the Client's cost where additional effort is required.

16.4.1 Sub-operators. The Client authorises the Contractor to use sub-operators for hosting, communications, workforce management, access control or compliance services, provided equivalent obligations are imposed on such parties. The Contractor remains responsible for their POPIA compliance in relation to the Services.

16.4.2 Cross-Border Processing. Where personal information is transferred outside South Africa for hosting or communications, the Contractor will ensure the recipient is subject to a law, binding corporate rules or contract that provides protection that is substantially similar to POPIA.

16.5 Retention. Service and access records may be retained for the longer of the contract period plus 3 years or such longer period as required by law, regulation or insurance, after which they will be securely destroyed or anonymised, save to the extent retention is required by law, regulation, insurance, or for the establishment, exercise or defence of legal claims.

16.6 Client responsibilities. The Client warrants that it has provided any required employee and visitor notices and has a lawful basis to disclose personal information to the Contractor for the purposes of this Agreement. The Client shall not instruct the Contractor to process special personal information without lawful basis and safeguards. The Client is responsible for providing employee and visitor notices required by POPIA at the site and for ensuring a lawful basis exists for any special personal information processed.

16.7 Liability. Each party's liability under this Clause 16 is subject to the exclusions and caps in Clause 4 of this Agreement. Nothing limits liability to the extent it cannot lawfully be limited.

17. NOTICES. Notices shall be in writing and effective on delivery by hand, courier, or email to the addresses nominated in Clause 18. A party may change its address by written notice.

17.1 Primary Contact:

Client: Name _____

Email: _____

Contractor: Gerhard Fourie
Email: admin@bolandcleaning.co.za

18. DOMICILIUM / SIGNATURES

18.1 The Client chooses as its Domicilium citandi et executandi:

Address: _____

Signature on behalf of Client:

(Insert Client Name)

Done and signed at _____ on this the _____ day of _____
20_____

Authorised Signatory: _____

18.2 Contractor:

Boland Cleaning and Pest Control (Pty) Ltd

Office B, 231 Main Road, Strand, 7130

Done and signed at _____ on this the _____ day of _____ 20_____

Authorised Signatory: _____

19. Electronic Signatures and Counterparts

This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together constitute one and the same instrument.

20. Entire Agreement and Amendment

This Agreement constitutes the entire understanding between the parties and supersedes all prior proposals or agreements, whether written or oral, relating to its subject matter. No amendment shall be valid unless reduced to writing and signed by both parties.