

GENERAL CONDITIONS OF TRADING
IT IS AGREED BETWEEN GENERAL NON LINEAR POST AND THE CLIENT

1. AGREEMENT

These general conditions shall govern all dealings between GENERAL NON LINEAR POST CC and the CLIENT to the exclusion of all other agreements, general terms and trading of the CLIENT or general conditions of the CLIENT or any other documents unless specifically agreed in writing by GENERAL NON LINEAR POST CC

2. DEFINITIONS

The head notes and preamble to these conditions are for reference purposes only and shall not in anyway affect the construction or interpretation of anything herein contained. Words signifying the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter.

3. PRICE

- 3.1 The CLIENT will be charged for and will be liable for the charges in respect of all services and facilities on the time basis as referred to in the booking sheet.
- 3.2 GENERAL NON LINEAR POSTCC reserves the right to vary at any time any published hiring or service charges. Should the CLIENT be in possession of a valid quotation then the price in the quotation is applicable.
- 3.3 Any price quoted in any quote form or quotation shall only be in respect of the hours stipulated therein which quantity of hours is a rough estimate only. Should any services or facility be used for any period of time in excess of the hours stipulated then the CLIENT will be liable for the additional time at the quoted rates thereof. Should any services or facility used for any period of time shorter than that furnished in any quotation then the CLIENT will still be liable for payment of the full periods stipulated in such quotation.
- 3.4 All prices quoted or furnished are nett and no discounts whatsoever shall be allowed unless agreed to by GENERAL NON LINEAR POSTCC in writing.

4. CLIENT'S UNDERTAKINGS AND OBLIGATIONS

- 4.1 The CLIENT warrants that :
- 4.1.1 It has the right and authority to place orders and accept Cost estimates in accordance with those terms and conditions and gives GENERAL NON LINEAR POSTCC the right to make copies and duplicates of the CLIENTS materials.
- 4.1.2 It shall not infringe any third party's copyright or any other rights.
- 4.1.3 Its materials do not contain anything which in any way infringes any statute.
- 4.2 The CLIENT hereby indemnifies GENERAL NON LINEAR POST CC and holds its harmless against any loss arising from any claim including legal fees as well as damages and expenses as a result of a breach of any term contained herein, and/or any conduct or omission of the client.

5. COMMISSION AND DISCLOSURE OF INFORMATION

- 5.1. The client shall pay GENERAL NON LINEAR POST CC a commission equivalent to 15% (Plus Vat) of the remuneration package due to the member whether directly or indirectly (for instance, where the member renders his services through a close corporation, company, trust, partnership or the like) who may be placed with the CLIENT or any CLIENT of itself. This shall also apply where the member, directly or indirectly concludes any service agreement with the client directly and without GENERAL NON LINEAR POST CC's involvement, for the period referred to in clause 5.5. This interpretation shall apply to all references herein to "member". "Remuneration" includes salary, wages, all monies due by the CLIENT or on behalf of the CLIENT, to the member as well as any other perk or benefit of whatsoever nature. The CLIENT shall pay any remuneration due by it to the member, directly to GENERAL NON LINEAR POST CC whereupon the latter shall deduct the commission due to it and pay the difference to the member.

- 5.2. Should the member whether directly or indirectly, take up permanent employment with the client at any time during the existence of the service agreement between GENERAL NON LINEAR POST CC and the member, or within a period of one year of the termination thereof, the client shall pay GENERAL NON LINEAR POST CC a placement fee of 70% (plus Vat) on the value of the member's first month's remuneration which will be paid within 30 days of the member taking up permanent employment with the CLIENT.
- 5.3. The client agrees and undertakes to furnish GENERAL NON LINEAR POST CC with full details of all services of whatsoever nature, whether freelance or fulltime employment, between the member and the CLIENT, including details of all and any remuneration.
- 5.4. The client acknowledges that the member has ceded his right, title and interest in and to his remuneration due from the client, to GENERAL NON LINEAR POST CC limited to the commission referred to in clauses 5.1 and 5.2. as the case may be.
- 5.5. The provision of clause 5.1 shall continue to apply to any services which the member may render, whether directly or indirectly, to or on behalf of the client, for a period of one year from the termination of the agreement between GENERAL NON LINEAR POST CC and the member.

6. PAYMENT

- 6.1 Unless agreed to by GENERAL NON LINEAR POSTCC in writing, the full price in respect of the use of services and equipment and facilities shall be made before the CLIENT (and all film and video tape upon which any work has been done via GENERAL NON LINEAR POST CC leaves the premises of GENERAL NON LINEAR POST CC Should GENERAL NON LINEAR POSTCC agree to the CLIENT being granted credit then all amounts payable by the CLIENT to GENERAL NON LINEAR POST.CC shall be paid within **30 (thirty) days** of the date of the invoice.
- 6.2 In the event of any amount not being paid on due date by the CLIENT to GENERAL NON LINEAR POST.CC then all further amounts owing by the CLIENT to GENERAL NON LINEAR POSTCC shall immediately become due and payable.
- 6.3 In the event of a CLIENT tendering a cheque or any other negotiable instrument then payment will only be deemed to have been made once the said cheque or negotiable instrument has been met by the relevant bank or paying authority.

7. LIABILITY OF GENERAL NON LINEAR POST.CC

- 7.1 It is recorded that GENERAL NON LINEAR POST CC has done no more than introduced the member to the CLIENT and makes no representation or warranty of whatsoever nature regarding the member's ability, competence or honesty, and accordingly accepts no responsibility in that regard. It is agreed that GENERAL NON LINEAR POST CC shall not be liable for any loss or damage of any kind whatsoever, whether direct or indirect or consequential, or whether caused by negligence or the intentional wrongdoing of the member, and howsoever arising.
- 7.2 Without derogating from the generality of the foregoing, GENERAL NON LINEAR POST CC will incur no liability for delay in delivery or in completion of any undertaking howsoever caused. Any times and time limits furnished by GENERAL NON LINEAR POSTCC or agreed upon between the parties shall be estimated only and shall not be deemed to be of the essence of these conditions, or any contract.

8. DOMICILIUM

- 8.1. Each of the parties chooses *domicilium citandi et executandi* ("*domicilium*") for the purposes of the giving of any notice, the serving of any process and for any purposes arising from this agreement at their respective addresses set forth hereunder:
- 8.1.1. GENERAL POST
Block C

LISOF Building
6 Geneva Road
Blairgowrie
Fax :011 326 2768
Email: kirsty@generalpost.co.za

8.1.2. THE CLIENT

Fax: _____
Email: _____

8.2. Each of the parties shall be entitled from time to time, by written notice to the other to vary its *domicilium* to any other address which is not a post office box.

8.3. Any notice (which includes a fax) given and any payment made by a party to any of the others ("the addressee") which:-

8.3.1. is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

8.3.2. is posted by prepaid registered post to the addressee's *domicilium* for the time being shall be presumed, unless the contrary is proved by the;

8.4. Notwithstanding the foregoing, notice shall be deemed to have been properly given if the addressor is able to prove that the addressee received the notice albeit through some means other than as specifically provide for above.

9. GENERAL NON LINEAR POST .CC FREELANCE WORKING CONDITIONS

GENERAL NON LINEAR POST CC is an ADMIN service. It serves both CLIENT and the MEMBER. It takes bookings, handles the booking procedures, does the billing and collects the funds on behalf of it MEMBERS.

9.1. GENERAL NON LINEAR POST CC accepts no responsibility for the actions of MEMBERS booked through it. The MEMBER works under the supervision of the CLIENT. The Client is the EMPLOYER. The MEMBER is the supplier of the service/work to the EMPLOYER.

9.2. Rates are for a Ten hour day. Overtime is charged there after. A standard day includes ONE HOUR for Lunch/meal times. A half day shall be billed at 70% of the normal daily rate.

9.3. A normal week starts on Monday and ends on Friday (with the consecutive days in between)

9.4. Rushes viewing or any other tasks directly related to the editor's tasks will be considered part of working day.

9.5. Overtime – is charged in line with CPA regulations. First 4 hours time & half, there after double time. Hourly charge increases commensurately with premium days

9.6. Premium days – Sundays and SA public Holidays are charged as premium days. Rate of pay is time and a half.

9.7. Away work – Suitable accommodation must be provided (Unless negotiated otherwise) for away work.

9.8. If the MEMBER is offered permanent employment by the client subsequent to a GENERAL NON LINEAR POST CC booking, It is recorded that GENERAL NON LINEAR POST CC was the effective cause of introduction and therefore entitled to it's permanent placement fee.

9.9. A booking sheet sent to the CLIENT confirming a MEMBER shall be deemed to be correct and the CLIENT will be liable for the costs detailed therein unless the CLIENT replies to the contrary, in writing, within 24 hours of the booking sheet having been sent.

10. GENERAL

10.1. These conditions constitute the whole and entire agreement between the parties. Any previous agreements in conflict with the provisions hereof contained are hereby cancelled and there are no agreements, representations or warranties between the other than those specifically set forth herein.

10.2. No indulgence on the part of either party in exercising any right conferred upon such party in terms hereof shall constitute a waiver or such rights, nor shall any single or partial exercise any right preclude any other or future exercise thereof or the exercise of any other right in terms hereof.

10.3. No variation or modification of these general conditions shall be of any force or effect unless the same shall be confirmed in writing and signed by both parties and then such variation or modification shall be effective only in the specific instance and the purpose and extent for which it was made or given.

10.4. Should any paragraphs, clause or part thereof be found to be invalid for whatsoever reason then to the extent possible such paragraph, clause or part thereof shall be deemed to be severable and shall not effect the validity of the balance of these conditions.

10.5. The CLIENT hereby consents to the jurisdiction of any Magistrate Court, which at the time of the proceedings in question has jurisdiction in terms of Section 28 (1) of the Magistrate's Court Act (as amended). Notwithstanding the foregoing parties specifically agree that GENERAL NON LINEAR POST CC may in it's discretion, institute proceedings in any division of the Supreme Court of South Africa having jurisdiction. The client consents to pay costs on the attorney and client scale.

11. GENERAL NON LINEAR POST CANCELLATION AGREEMENT

11.1. A booking is deemed cancelled if postponed for longer than 21 calendar days within four days of the first day of the booking

11.2. Cancellation fee will be charged if cancelled within four days of first booked day.

11.3. Charged as follows 100% for day 1 & 2 50% for Day 3 to 5. 25% for Day 6 to 10. 5% for the balance if long form.

11.4. Replacement crew – GENERAL NON LINEAR POST CC will endeavour to replace a MEMBER who can no longer perform a booking (whether they have commenced work or not) GENERAL NON LINEAR POST CC can however not accept responsibility for any loss or delay caused by a MEMBER leaving a position for any reason whatsoever. GENERAL NON LINEAR POST CC does not accept liability in any way for the actions of its MEMBERS and can not accept responsibility in the event that the replacement MEMBER is of a different rate.

12. GENERAL NON LINEAR POST BOOKING FEE

12.1. Booking Fee – 6 % (+vat) of the entire value of the booking (Includes Recoverable expenses) per booking.

12.2. Permanent Placement Employment – 70% of the first full months salary. This may be split between the employer and the employee.

12.3. A surcharge of R200 will be charged should the client need to book a MEMBER after standard working hours - being 09h00 - 17h00, Monday to Friday.

12.5. These may change from time to time without prior notice.

Company Name:.....

Name:.....

Signature:.....
(who warrants his authority hereto)

Date: