

Terms and conditions

1. ENGAGEMENT

THE CLIENT hereby retains MAVAVA TRADING and MAVAVA TRADING hereby agrees to provide THE CLIENT with the services as set forth in Appendix 1 in accordance with the terms and conditions of this Agreement. MAVAVA TRADING reserves the right to amend the 'terms and conditions' of this agreement at any time and without notice.

2. FEE

The fee is charged inclusive of VAT, petrol, tolls fees and breakdowns. In the case of monthly rentals, public holidays are deducted off the monthly fee unless otherwise specified.

3. CONFIDENTIAL INFORMATION

MAVAVA TRADING acknowledges and agrees that it shall not, during the term of this Agreement, or at any time thereafter, directly or indirectly, disclose or grant access to THE CLIENT's confidential information to any third party, nor shall it use or exploit such information for any purpose other than those of THE CLIENT's.

4. STATUS OF PARTIES

MAVAVA TRADING's relationship with THE CLIENT shall be that of an independent contractor and not that of an employee or agent. MAVAVA TRADING shall be solely responsible for remitting such amounts as may be required by law to the South African Revenue Service.

5. INDEMNITIES AND LIABILITIES

MAVAVA TRADING will immediately indemnify and hold THE CLIENT harmless against any and all claims, expenses, costs, losses or debts incurred directly or indirectly by MAVAVA TRADING and THE CLIENT will immediately indemnify and hold MAVAVA TRADING harmless against any and all claims, expenses, costs, losses or debts incurred directly or indirectly by THE CLIENT. MAVAVA TRADING will not hold THE CLIENT liable for any loss to life, limb or property and THE CLIENT will not hold MAVAVA TRADING liable for any loss to life, limb or property.

6. TERMINATION

6.1 This Agreement shall be terminated and a refund calculated immediately in the event: (a) that a party has failed to perform or otherwise breached any of its obligations hereunder, including where MAVAVA TRADING has failed to provide the services and expertise identified in Appendix 1; (b) of bankruptcy, insolvency or dissolution of either party; or (c) that either party shall make a general assignment for the benefit of its creditors or suffer or permit the appointment of a receiver for its business or assets.

6.2 Upon the expiration or termination of this Agreement, MAVAVA TRADING shall forthwith return to THE CLIENT all of THE CLIENT's confidential information, all copies thereof, any related material, including without limitation, memoranda, notes and documents containing extracts or reproductions of proprietary information, all copies thereof, and all other property of THE CLIENT's in MAVAVA TRADING's possession or control.

6.3 in the case of monthly rentals, THE CLIENT shall have the right to terminate this Contractual Agreement at any time upon a full calendar months' notice to MAVAVA TRADING.

6.4 Upon the termination of this Agreement in accordance with the terms of clause 6.1 and 6.3, MAVAVA TRADING shall be paid all amounts due and owing hereunder to the date of termination. Upon the termination of this Agreement, all other amounts shall be null and void.

7. ANTI POACHING CLAUSE

THE CLIENT and MAVAVA TRADING each agree not to solicit or in any way entice to leave, interview, hire or contract with, either directly or indirectly, any employees or independent contractors affiliated with the other, or any of its affiliates, during the term of this Agreement, and for a period of one (1) year following termination of this Agreement.

APPENDIX 1

(a) Expertise to be made available to THE CLIENT:

- MAVAVA TRADING will provide THE CLIENT with a courier bike and a driver for the days requested to perform the services as required pursuant to the provisions of this Agreement.

(b) Services include:

- **A road worthy motorcycle and topbox**
The motorcycle will be clean and tidy, fully serviced and maintained and be electrical and mechanical fully operational. Licensing and registration will be up to date. The motorcycle will have a top box fitted to the rear of the bike. The top box will be clean, neat, tidy and secure.
- **A motorcycle driver and riding gear**
The motorcycle driver will be appropriately dressed and appear neat and tidy. The driver will also be sober and in a clear state of mind at all times. The motorcycle driver will be kitted out in clean and respectable regulated riding gear appropriate for the current weather conditions.
- **Smartphone, petrol and toll fees**
The motorcycle driver will have a smartphone with them at all times with airtime loaded on the phone and be able to communicate with THE CLIENT at all times. The motorcycle driver will be responsible for the refuelling of the motorcycle at all times. The cost of refuelling will be solely the motorcycle driver's responsibility. All toll fees including e Toll fees are to be paid by the motorcycle driver and are the responsibility of the motorcycle driver.

(c) Limitations:

- **Weight limit**
THE CLIENT will adhere to the weight limit of 30kgs prescribed by MAVAVA TRADING on the courier box and bracket. Repair to damage caused to the box, bike or bracket due to over loading will be for THE CLIENT's account.
- **Kilometres**
THE CLIENT will adhere to the daily limit of 180 kilometres per day unless an agreed is made between the THE CLIENT and the driver that THE CLIENT will pay for all the petrol that the driver uses during the day. **During lockdown the kilometers are limited to 80km per day.**

(d) General:

- **Working hours**
The motorcycle driver will work on the days required from business open to business close. A typical starting time is 08h00 and ending at 17h00 with a 1 hour lunch break. Starting and ending times can be adjusted as per THE CLIENT's requirements.
- **Absenteeism**
If MAVAVA TRADING is unable to supply a service for a day for whatever reason then THE CLIENT will be refunded / credited for that day.
- **Public holidays**
MAVAVA TRADING will not provide a service on public holidays unless otherwise requested.