64

HALEWOOD

SOUTH AFRICA

Halewood International South Africa (Pty) Ltd t/a Halewood South Africa
Company Registration number 1996/001867/07
www.halewood.co.za

61 TORONTO STREET
APEX EXTENSION 1
BENONI 1501

PO BOX 2132
BENONI 1500
SOUTH AFRICA

TEL: +27 11 746 4200
FAX: +27 11 422 5888

VAT Reg No: 4590177624

BANKING DETAILS:
FIRST NATIONAL BANK
A/C NO: 62889748368
BRANCH CODE: 240129
REFERENCE: PRO113

MANUFACTURING & DISTRIBUTION LICENCE: RG000275

Printed on: 01/11/2024
at: 9:59.56

INVOICE TO: PROMOTIONAL STOCK - SOCIAL MEDIA
61 TORONTO STREET
BENONI
1501

DELIVER TO: PROMOTIONAL:STOCK - SOCIAL MEDIA

SOCIAL MEDIA

Shipping Instructions:

1879896
Supplier Copy
Tax Invoice

CUST ACC	CUSTOMER REF	STORE NO.	BR	OUR REF	REP	ORD DATE	INV DATE	TERMS	GA	CUST VAT NUM
PRO113			PH	1961273	JOH	01/11/24	01/11/24	30 Days	EZ	

Stock Code	Description	Pack	Cases	Bottles	Wh	Unit Price	Line Value
BELGINDCHY440ML	BELGRAVIA DARK CHERRY 440ML	CS	1	0	HN	0.00	0.00
	0		1	0			

HALEWOOD

PAYMENT TERMS STRICTLY C.O.D. UNLESS CREDIT TERMS HAVE BEEN ARRANGED IN WRITING

TRANSPORTATION:
PLEASE RECEIVE ABOVE GOODS IN GOOD ORDER & CONDITION
Any discrepancy between goods received and those detailed in this Waybill should be immediately notified
No responsibility accepted for goods signed for unchecked
No goods may be returned unless prior arrangements are made in writing
Returns are subject to a 10% handling charge
Commercial quality equipment is not to be used for lifting applications

VEHICLE REGISTRATION No: ________ PRINT NAME: ________

SIGNATURE DATE

CUSTOMER:
PLEASE RECEIVE ABOVE GOODS IN GOOD ORDER & CONDITION
Any discrepancy between goods received and those detailed in this Waybill should be immediately notified
No responsibility accepted for goods signed for unchecked
No goods may be returned unless prior arrangements are made in writing
Returns are subject to a 10% handling charge
Commercial quality equipment is not to be used for lifting applications

PRINT NAME: ________

SIGNATURE DATE

SUB-TOTAL	ZAR	0.00
VAT	ZAR	0.00
TOTAL	ZAR	0.00

Liquor Runners Durban
DEBRIEFED
Signed: ________

01/11/2024

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		0	1	0			

PAYMENT TERMS STRICTLY C.O.D. UNLESS CREDIT TERMS HAVE BEEN ARRANGED IN WRITING

SUB-TOTAL	ZAR	0.00
VAT	ZAR	0.00
TOTAL	ZAR	0.00

Dear customer, kindly forward a copy of your latest liquor licence to license.renewal@halewood.co.za.
Alternately issue a copy to the Halewood sales representative.

VALUE EXPRESS

A division of Value Logistics Limited
Reg. No. 1920/000560/06 VAT Reg. No. 4720119371
Value Logistics Limited is an authorised Financial Service Provider # 45763

Essex Road, Elandsfontein Ext 10
P.O. Box 778 Isando 1600
Tel: (011) 929 6700 Fax: (011) 929 6856
Customer Care No. 0861 900 400

HUB CODE

Waybill Number

X2008621

SENDER		RECEIVER	
Name		Name	
Company		Company	
Building		Building	
Street		Street	
Suburb		Suburb	
City		City	
Sender's Ref:	Postal Code	Receiver's Ref:	Postal Code
Phone: ( )		Phone: ( )	

SERVICE TYPE	Take care - if service is not indicated, overnight express by 10h30 will apply	SAME DAY EXPRESS	SATURDAY DELIVERY BY 12H00	EARLY DELIVERY BY 9H00	OVERNIGHT EXPRESS BY 10H30	NEXT DAY DELIVERY BY 17H00	EXPRESS ECONOMY 24 - 72 HRS DELIVERY
			HOLD FOR COLLECTION	CROSSBORDER DOCUMENTATION	CROSSBORDER NON DOCUMENTS	INTERNATIONAL DOCUMENTATION	INTERNATIONAL NON DOCUMENTS

PAYMENT

INSERT EXPRESS ACCOUNT NUMBER TO BE CHARGED
(No Cheques will be Accepted)

INSURANCE REQUIRED

YES ☐ NO ☐

IF BLOCK IS NOT COMPLETED NO COVER IS APPLICABLE

CONDITIONS OF INSURANCE

Goods herein received are accepted in apparent good order. R16.00 per waybill provides cover up to R1000.00 of the declared invoice value. Value Logistics Ltd can arrange additional cover on your behalf and will be subject to the conditions of trade at the reverse of the sender's copy of the waybill. Additional cover must be arranged upfront with your closest branch or representative.

PARCEL INFORMATION (More Than One Parcel See Reverse)

No. of parcels	Dimensions of this parcel in cm	Estimated mass of parcel in KG's
Special Instructions		
Commodity		

By signing this waybill, the Customer as detailed on the face side hereof, is concluding a contract with Value and warrants his/her/its authority to enter into this contract. In addition thereto, the Customer acknowledges having read, understood, accepted and agreed to the terms and conditions on the reverse side hereof, which form a part of this agreement, including the onerous provisions therein, with specific reference to those provisions printed in bold, the nature and effect of which is to limit the risk and/or liability of Value, and/or to constitute an assumption of risk and/or liability by the Customer and/or to impose an obligation on the Customer to indemnify Value or any other person for any cause and/or is an acknowledgement of any fact by the Customer. The Customer remains liable for all charges if not settled by the nominated party within 30 days."

Print Name:
Date: Sender's Signature:

RECEIVED BY VALUE	RECEIVED IN GOOD ORDER
PRINT NAME & SURNAME	PRINT NAME & SURNAME
Signature:	Signature:
Date: Time:	Date: Time:

YELLOW : INVOICE COPY WHITE : PROOF OF DELIVERY GREEN : RECEIVER'S COPY PINK : SENDER'S COPY

INSERT CORRECT POSTAL CODES PRESS HARD TO ENSURE CLEAR POD COPY

N 36806 VALUE LOGISTICS EXPRESS WBILL PRT1

VAL001/070 06/20

Uniprint SJ 011 474 1828 VAL001/070 06/20

VALUE EXPRESS

A division of Value Logistics Limited
Reg. No. 1920/000560/06 VAT Reg. No. 4720119371
Value Logistics Limited is an authorised Financial Service Provider # 45763

Essex Road, Elandsfontein Ext 10
P.O. Box 778 Isando 1600
Tel: (011) 929 6700 Fax: (011) 929 6856
Customer Care No. 0861 900 400

HUB CODE

Waybill Number

X2008621

SENDER		RECEIVER	
Name		Name	
Company		Company	
Building		Building	
Street		Street	
Suburb		Suburb	
City		City	
Sender's Ref:	Postal Code	Receiver's Ref:	Postal Code
Phone: ( )		Phone: ( )	

SERVICE TYPE	Take care - if service is not indicated, overnight express by 10h30 will apply	SAME DAY EXPRESS	SATURDAY DELIVERY BY 12H00	EARLY DELIVERY BY 9H00	OVERNIGHT EXPRESS BY 10H30	NEXT DAY DELIVERY BY 17H00	EXPRESS ECONOMY 24 - 72 HRS DELIVERY
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PAYMENT

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(No Cheques will be Accepted)

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No. of parcels	Dimensions of this parcel in cm	Estimated mass of parcel in KG's
Special Instructions		
Commodity		

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Print Name:

Date: Sender's Signature:

RECEIVED BY VALUE	RECEIVED IN GOOD ORDER
PRINT NAME & SURNAME	PRINT NAME & SURNAME
Signature:	Signature:
Date: Time:	Date: Time:

INSERT CORRECT POSTAL CODES PRESS HARD TO ENSURE CLEAR POD COPY

YELLOW : INVOICE COPY WHITE : PROOF OF DELIVERY GREEN : RECEIVER'S COPY PINK : SENDER'S COPY

N 36806 VALUE LOGISTICS EXPRESS WBILL PRT1
VAL001/070 05/20
Lithotech SJ 011 474 1828 VAL001/070 05/20

1. DEFINITIONS

In these trading terms and conditions, the following words shall bear the meanings assigned to them below:

1.1 "The Company" means Value Express a division of Value Logistics Limited, registration number 1920/000680/06, and includes the Company's servants and agents and any persons delivering consignment by means of courier and freight services forming the subject matter of this contract under an intern's of a sub-contract with the Company, or if it exercises its rights under clause 2 the member of the group in respect of which it exercises its rights.

1.2 "The Customer" means the party who makes use of the courier and freight services of the Company.

1.3 "The Consignment" means anything delivered by means of courier and freight services.

1.4 "The Group" means the Company and any Company which is a holding Company, fellow subsidiary of the Company or subsidiary of the holding Company.

1.5 "The Waybill" means the form and/or delivery note issued by the Company recording, inter alia, particulars of the specific consignment and the services rendered by the Company in respect thereof.

2. MEMBERS OF THE GROUP RENDERING THE SERVICES TO THE CUSTOMER

The Company may at its election perform all and any business undertaken or provide advice, information or services, whether gratuitous or not, either itself or it may procure that any member of the Group undertakes such business or provides such advice, information or services as principal upon and subject to the terms and conditions contained herein which shall apply to the Customer and any such member of the Group. This clause applies to any subcontractor used by the Company in terms of clause 20 hereof.

3. NO VARIATION OF CONDITIONS

This agreement shall be subject to the conditions stated herein unless specifically varied by both parties in writing, and these conditions shall at all times take precedence over any terms, conditions or stipulations contained in any of the Customer's documentation. Should the Customer in any way purport to attach any conditions which vary, amend or are in conflict with the conditions set forth herein, then, notwithstanding anything to the contrary stipulated by the Customer, the conditions set forth herein shall prevail and be of full force and effect unless specifically varied in writing with specific reference to the Customer's contrary documentation.

4. SETTLEMENT OF THE ACCOUNT

4.1. The Customer shall:

4.1.1. diligently observe and adhere to the credit limit applicable from time to time,

4.1.2 make payment to the Company of all amounts debited to the account in the manner and within the time period specified by the Company;

4.1.3 remain liable for charges in respect of goods dispatched to and received by the Customer for the account of the Customer, which charges will be levied as a fee for services rendered.

4.2 The Customer shall be liable for all fees, costs and expenses related to the performance of the services forming the subject matter of this agreement. The cumulative amount of such fees, costs and expenses shall total the debit note or tax invoice raised against the account and shall constitute the principal debt owing by the Customer to the Company for services rendered.

4.3. In the event of the Customer granting the right and authorisation any other person and/or undertaking to dispatch and/or to receive goods on the Customer's account, then the Customer shall be liable for all debits raised against the account in respect thereof.

4.4. The Company shall tender a monthly statement of account to the Customer, which account shall serve as:

4.4.1. a summary of all outstanding invoices;

4.4.2 **proof of the amount owing by the Customer.**

4.5. Debits raised against the account during any particular month shall be paid by the Customer.

4.5.1 within 30 days from date of statement; and

4.5.2 to such address as the Customer may be instructed by the Company in writing from time to time.

4.6. Interest will, at the Company's discretion, accrue on all payments not made on the due date, at the prime lending rate utilized by the Company's bankers, Nedbank Limited, plus 2% calculated from the due date for payment to the date on which payment is effected.

4.7 In the event of the Customer at any time exceeding the credit limit, or any amount not being paid on due date, then the Company shall have the right to refuse to take delivery of or carry out the service of any further goods from the Customer for dispatch and without incurring any liability in respect of such refusal.

4.8. The Customer shall not be entitled to withhold and/or set-off payment of any amount due in terms hereof arising from any claim the Customer may have for compensation or loss of or damage to goods, animals or other property, or for any other reason whatsoever.

5. THE WAYBILL.

The Company's waybill is non-negotiable and the Customer acknowledges that it has been prepared by the Customer or by the Company on behalf of the Customer. The Customer warrants that it is the owner of the goods transported hereunder, or it is the authorised agent of the owner of the goods and that it hereby accepts the Company's terms and conditions for itself and as duly authorised agent for and on behalf of any person having any interests in the consignment.

The Company has the right, but not the obligation, to inspect any consignment including, without limitation, opening the consignment. In relation to each consignment the Company reserves the right to correct any under-declaration of weight and to re-invoice the Customer accordingly.

6. RIGHT OF INSPECTIONS OF CONSIGNMENT

The Company has the right, but not the obligation, to inspect any consignment including, without limitation, opening the consignment. In relation to each consignment the Company reserves the right to correct any under-declaration of weight and to re-invoice the Customer accordingly.

7. CONDITION OF CONSIGNMENT

The onus of proving the quantity, type, physical properties and composition and the condition of the Consignment and/or the condition of any container at the time of receipt thereof by the Company shall at all times remain with the Customer, and no delivery note, receipt or other documentation furnished or signed at such time, by or on behalf of the Company, shall constitute conclusive proof thereof.

8. MATERIALS NOT ACCEPTABLE FOR TRANSPORT

8.1. **The Company will not carry any International Airfreight Transportation Association ("IATA") restricted articles or any article which by its value or characteristics are considered by the Company as being not acceptable for transportation for safety or legal reasons. The Customer acknowledges that it is cognizant of the IATA regulations governing the packing requirements for dangerous goods. If there is any doubt as to whether the shipment being sent is in any way considered dangerous or hazardous, the Customer must obtain clarification from the Company.**

8.2 No radioactive materials which are or may become dangerous, inflammable or noxious, or which by their nature are or may become liable to cause injury or damage to any person, goods or property will be accepted by the Company, unless prior written consent have been given by the Company. **If the Customer fails to obtain the prior written consent of the Company, the Customer shall be deemed to have indemnified the Company against all loss, damage or liability cause by the Company as a result of the tender of such goods to the Company.**

8.3. Hazardous (dangerous) material listed below WILL NOT be accepted for transportation under any circumstances or conditions. Acids, batteries containing liquid acid, explosives, fireworks, used fuel tanks, gases in cylinders, flammable corrosive or caustic substances, poisons, radioactive materials or dry ice. Other prohibited items include abattoir products, ammunition, corpses, fluorescent signs and live animals or as in any other current legal requirements and restrictions.

8.4 Various types of hazardous cargo have to be packed in a prescribed manner by approved packers. The cost will be for the Customer's account and may delay the departure of the consignment.

9. CUSTOMER'S OBLIGATIONS AND ACKNOWLEDGEMENTS

9.1 **The Customer warrants that each article in the consignment is properly described on this waybill and has not been declared by the Company to be unacceptable for transport, and that the consignment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling.**

9.2 **The Customer warrants that all applicable laws and regulations, through which the consignment may pass, have been complied with.**

9.3 The Company is authorised (but under no obligation) to complete on the Customer's behalf any documents required to comply with such laws and regulations, and to act as the Customer's agent for control purposes.

9.4 **The Customer certifies that all information provided to the Company orally, or set forth in this waybill and any other documents, is accurate and complete.**

9.5 **The Customer hereby indemnifies and holds the Company risk-free and harmless for any claim, liability or expense arising from the Customer's failure to comply with any applicable law or regulation.**

9.6 The Customer hereby acknowledges that the Company may abandon and/or release items consigned by the Customer to the Company, which the Company has declared to be unacceptable or which the Customer has undervalued or inaccurately described, whether intentionally or otherwise, without incurring any liability whatsoever to the Customer and/or any third party. **The Customer will defend and indemnify the Company from all claims, damages, fines and expenses arising therefrom.**

9.7 **The Customer shall be solely liable for all costs and expenses related to the consignment and for costs incurred in returning the consignment to the Customer.**

9.8 **The Customer acknowledges the Company reserves the right to refuse or abandon the distribution or transportation of any goods for any person, firm or Company and the distribution or transportation of any class of goods at its sole discretion.**

10. PERMITS AND CONSENTS

If any permit, consent or approval to deliver a Consignment is required by law or regulation, none of the Company's obligations or duties shall take effect unless, and until it obtains the relevant permit, consent or approval. The Customer shall provide all assistance and information required by the Company for the purpose of applying for, or obtaining any such permit, consent or approval.

11. LIABILITY FOR LOSS OR DAMAGE

11.1 **The Customer's consignments are couriered or freighted at the sole risk of the Customer. The Customer hereby exempts the Company from and indemnifies it against liability arising from ordinary negligence on the part of the Company, its servants, agents or employees of whatsoever nature, directly or indirectly, from the handling, packing and loading of the consignment by and on behalf of, or at the request of the Company. This exemption and indemnity includes, but is not restricted to, any liability for direct or consequential loss or damage to the consignment.**

11.2. **Consequential damages and losses or damage resulting from a delay in transportation will not under any circumstances be entertained by the Company.**

11.3 While the Company will endeavour to exercise its best efforts to provide expeditious delivery in accordance with regular delivery schedules, the Company will not, under any circumstances be liable for delay in pick-up, transportation or delivery of any consignment regardless of the cause for such delay. **Further, the Company shall not be liable for any loss, damages, missed delivery or non-delivery caused by:**

11.3.1 **an act of God, force majeure occurrence or any cause reasonably beyond the control of the Company;**

11.3.3 **The nature of the consignment or other defect, characteristic or inherent vice thereof;**

11.3.4. **Electrical or magnetic injury, erasure or other such damage to electronic or photographic images or recordings in any form.**

12. INSURANCE

12.1 The Company shall, only if requested to do so in writing, effect additional GIT insurance on goods being handled by it.

12.2 Any GIT insurance effected by the Company shall be subject to the usual exceptions and conditions of the policy of the insurer or underwriter taking the risk. The Company shall not be under any obligation to effect a separate insurance on each consignment, but may declare it on any open or general policy.

13. WARSAW CONVENTION

If the transportation of any consignment involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention, the terms of which the Customer hereby acknowledges being cognisant of, may be applicable and the convention governs, and in most cases further limits the liability of the Company in respect of loss or damage to such consignment.

14. COLLECT CONSIGNMENTS

14.1 Where the Company has agreed to bill the consignee for the cost of the consignment the Company reserves the right to refuse delivery until all transportation and other charges has been paid. If the consignee refuses to pay, the Customer will be liable for all such charges, including without limitation, costs of returning the consignment if required.

14.2 In the event of the consignee not being willing to accept the consignment, the original consignor will be held liable for the cost of the returned shipment.

15. LIEN

15.1 The Company shall have a lien over any goods distributed for all freight charges, advances and other charges of any kind arising out of transportation hereunder and may refuse to surrender possession of the goods until such charges are paid.

15.2 As security for all monies (whether past or present) owing for the handling of matter of this agreement or otherwise, the Company shall have a lien over all goods, documents, bills of lading, import permits as well as all repayments, refunds, claims or recoveries in its possession or under its control.

15.2.1. In addition, the Company shall be entitled to hold all goods as security for any other monies, which may be owing to it by the Customer for any cause whatsoever.

15.2.2. Notwithstanding that credit may have originally been granted by the Company to the Customer, the Company may at any time, in its sole discretion, retain possession of any goods pending the discharge of all the Customer's indebtedness to the Company whether or not such indebtedness is related to the handling of the goods in question.

15.2.3. In the event of the Company retaining possession of the goods in terms of 15.2.1 and/or 15.2.2 and/or 15.2.3, the Company shall be entitled to store or warehouse the goods at such place as it deems fit, at the Customer's expense.

15.2.4. If any monies owing to the Company are not paid by the Customer within 30 (thirty) days after they have become due, the Company shall be entitled without further notice:

(i) to open and examine the goods,

(ii) to sell the whole or any part of the goods in such a manner and on such terms and conditions as it deems fit;

(iii) to apply the proceeds of any sale after deducting all expenses thereof in payment or deduction of any amount due by the Customer to the Company (including storage rates at the Company's usual rates), provided that any surplus shall be paid over to the Customer without interest immediately after the sale if the Customer's address is known, and if not upon demand made by the Customer within ninety days of the sale;

(iv) **The Company shall not be liable for any loss, damage or deterioration of such goods attributable to the implementation of this clause. The Company's rights under this clause are not exhaustive and are in addition to any other rights, which it may have against the Customer.**

16. PERISHABLE GOODS

The Company will not be held liable or responsible in any event whatsoever for any damage to or contamination of any perishable Goods transported by the Company.

17. SOLE AGREEMENT

The terms and conditions of the relevant division of the Company do not constitute the sole record of the agreement between the parties. The parties shall be bound by all other express or implied terms, conditions, representations, warranties or promises of the [illegible] as may be agreed upon between the Company and the Customer.

18. INDULGENCE AND WAIVER

No relaxation or indulgence, which the Company may grant to the Customer shall constitute a waiver of rights of the Company and shall not preclude the Company from exercising any of its rights which may have arisen in the past or which might arise in the future.

19. APPLICABLE LAW

19.1. The proper law of this agreement is the law of the Republic of South Africa, and accordingly, any dispute about this agreement, including any dispute about its validity, existence, interpretation, rectification, breach or termination or any dispute about any matter arising out of this agreement, its avoidance, interpretation, rectification, breach or termination shall be determined according to the laws of the Republic of South Africa.

19.2. The parties consent to the jurisdiction of the Magistrates Court notwithstanding that any claim may exceed the ordinary jurisdiction of the Magistrates Court.

20. SEVERABILITY

All provisions of this agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of this agreement which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, only to the extent that it is so unenforceable, be treated as excluded from the agreement, and the remaining provisions of this agreement shall remain of full force and effect. The parties declare that it is their intention that this agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

21. SUB-CONTRACTING

The Company reserves the right to employ sub-contractors to act for it on its behalf. The Company will be responsible for the payment of the sub-contractor's charge.

22. DISPUTES

In the event of any dispute, the Customer shall be obliged to perform its obligations in terms of this agreement, pending its resolution, and the Customer shall not be entitled to withhold payments of any amount by reason of any dispute with the Company.

23. BREACH

23.1 Both parties agree and acknowledge that in the event of

23.1.1 either party breaching any of the terms of this agreement,

23.1.2. the Customer failing to pay any amount due and payable on due date,

23.1.3. the Customer suffering any civil judgment to be taken or entered against it;

23.1.4 the Customer causing a notice of surrender of his estate interms of the Insolvency Act 24 of 1936, as amended;

23.1.5 the Customer dying

23.1.6 the Customer's estate being placed under any order of provisional or final sequestration, winding up or judicial management, as the case may be:

23.2 Then the entire amount owing by the Customer to the Company shall immediately become due and payable, and.

23.2.1 the Company shall, without detracting from any other remedies which may be available to it, in the event of circumstances contemplated in this clause 23 be entitled to summarily cancel this agreement without notice to the Customer, or to claim specific performance of all the Customer's obligations whether or not otherwise than due for performance in either event without prejudice to the Company's right to claim damages;

23.2.2. alternatively in the event of circumstances contemplated in

23.1.1. the aggrieved party shall be required to give the other 20 days' notice within which to remedy that breach, failing which the aggrieved party shall be entitled to either claim specific performance, alternatively to cancel the agreement and claim damages.

24. NATIONAL CREDIT ACT

Notwithstanding the preceding provisions of these terms and conditions, in the event that the National Credit Act 2005 ("the Act") is applicable to this agreement, then:

24.1 Should payment which is due in terms of these terms and conditions not be paid on the due date, then an incidental credit agreement shall be deemed to be concluded in respect of the sale of service agreement in question, 20 (twenty) business days after the Company first charges interest on the overdue amount;

24.2 The provisions of the Act, insofar as they apply to an incidental credit agreement, shall apply to the sale of Goods or supply of services by the Company to the Customer;

24.3. The Company shall be obliged to comply with the provisions of the Act before being entitled to commence any legal proceedings against the Customer to enforce this agreement;

24.4 The Company shall be entitled to recover from the Customer all costs and charges permitted in terms of the Act; and

24.5 If any provision of these terms and conditions are in conflict with the Act, the relevant provisions shall not apply or shall be read subject to the Act.

25. GENERAL

25.1. In no instance whatsoever shall any person employed by the Company become an employee of the Customer and in no instance whatsoever shall any person employed by the Customer become an employee of the Company. Each party shall remain the employer of its own employees in terms of all labour, health, safety and other legislation in force in the Republic of South Africa.

25.2. If the Company deems it impossible, impractical or hazardous for either the Company or the Customer to continue to fulfil its obligations in terms of these Terms by reason of riots, strikes, lock-outs, labour disturbances, boycotts, Acts of God, economic sanctions, industrial legislation, war, terrorism, civil commotion or disturbances, or any other cause or matter beyond the reasonable control of the Company or Customer, as the case may be, and such action results in the delay/suspension of services for more than 30 days, either party will be entitled to terminate these Terms. The Customer shall be liable for all costs incurred up to and including the date of termination.