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| **FOR OFFICE USE ONLY**  **COST COACH PRO** | |
| Customer No |  |
| Internet ID |  |
| Consultant Code |  |
| Branch Code |  |

19 Knightsbridge Gardens, Otto Du Plessis Street, Somerset West, Western Cape, 7130

Telephone (021) 975 6574 Cell 082 400 4769 E-Mail hein@costcoachpro.com

**AGREEMENT WITH COST COACH PRO FOR THE PROVISIONING OF SOFTWARE & TRAINING**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **CLIENT DETAIL** | | | | | | | |
| Company Name |  | | | | | | |
| Business Name |  | | | | | | |
| Physical Address |  | | | | | | |
|  | | | | | | |
|  | | | | | | |
| VAT Number |  | | | | |  |  |
| Contact Person | Title |  | Name |  | | Surname |  |
| Telephone (+Ext) |  | | | |  | Cell |  |
| E-Mail |  | | | | | Fax |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **PAYMENT & DEBIT ORDER DETAIL** | | | | | | | | | | | | | | | | |
| Initial Payment | Amount | R 5,000 | | | VAT | | R 700 | | Total Amount | | | | | R 5,700 | | |
| Our Banking detail | BANK | NEDBANK | | | | | | | | | | | | | | |
| BRANCH | 198765 | | | | | | | | | | | | | | |
| ACCOUNT NAME | 3PD DEVELOPMENT | | | | | | | | | | | | | | |
| ACCOUNT NO | 1069401757 | | | | | | | | | | | | | | |
| Please e-mail proof of payment to [hein@costcoachpro.com](mailto:hein@costcoachpro.com) & your software access code will be supplied. | | | | | | | | | | | | | | | | |
| Monthly Debit Order Payment | Amount | R 200 | | | VAT | | R 28 | | Total Amount | | | | | R 228 | | |
| Your Banking detail | BANK |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| BRANCH NAME |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| BRANCH NO |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ACCOUNT NAME |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ACCOUNT NO |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | | | | | | | | | | | | | | | | |
| I hereby authorize 3PD Development (Pty) Ltd to debit the above account with the above amount. | | | | | | | | | | | | | | | | |
| Client Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_ Client Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | | | | | | | | |
| I hereby agree to be responsible for all charges in terms of this agreement. I further confirm that I have read and understand the terms and conditions of this agreement. | | | | | | | | | | | | | | | | |
| Client Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_ Client Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | | | | | | | | |

**COST COACH PRO**

**Terms and conditions of the supply of it’s services**

**1. DEFINITIONS**

In these terms and conditions the following expressions shall have the following meanings:

1.1 “commencement date”- the date of signature of this agreement

1.2 “CCP” – Cost Coach Pro

1.3 “service” – the software application, initial training and on-going support provided by CCP.

1.4 “business” – one branch of any legal entity such as a sole proprietorship, company, close corporation or partnership contracting to receive a service from CCP in terms of this agreement and uses the service provided in a commercially professional capacity.

1.5 “client(s)” – a business contracting to receive a service from CCP in terms of this agreement

**2. OBLIGATION OF THE CLIENT**

2.1 The client acknowledges that all software and information provided remains the copyright property of CCP and agrees not to copy or reproduce any or all of it.

**3. LIMITATION OF LIABILITY**

3.1 The CCP software is licensed to you with no warranties or representations express or implied (including quality, accuracy of data, performance, fitness for a particular use or against infringement.)

3.2 In no event shall CCP or its employees, agents or affiliates, including their shareholders, be liable for any direct, indirect, special, incidental or consequential damages suffered by a client.

4. **TERM**

4.1 This agreement shall commence on date of signature by the client and shall continue indefinitely until terminated by no less than 30 days prior notice delivered in writing by either party to the other.

4.2 Failure to commence or use the service provided by CCP does not affect or eliminate the client’s liability to pay the service fee shown on the face hereof and referred to in clause 6.

**5. PERMITTED USE OF SERVICE BY A BUSINESS**

5.1 CCP hereby grants one branch of the business a limited, non-exclusive, non-transferable license to use the CCP service.

5.2 You may use or access the service on a number of computers or terminals owned by and installed within the same branch of the business.

5.3 You are permitted to store, reformat, print and display the data provided by CCP for commercial use but you may not, retransmit, redistribute, lend, sell, sublicense, or transfer the data.

**6. PAYMENT AND BILLING**

6.1 The client shall pay to CCP the monthly or annual service fee as set out on the face hereof.

6.2 Should the client fail to pay the service fee on due date CCP retains the right to immediately suspend the service or terminate this agreement without further obligation to the client.

6.3 CCP reserves the right to resubmit the collection of any unpaid amounts on a day that is decided on by CCP and furthermore reserves the right to charge the client the costs incurred for this resubmission.

**7. VARIATION**

CCP shall be entitled from time to time at its absolute discretion:-

7.2 To automatically increase the service fee once a year by an amount that equates to a percentage increase no greater than CPIX.

7.3 Make such modifications to the service and make, or agree to, such changes to the service as it may reasonably consider necessary.

7.4 Wherever practicable 30 days prior written notice shall be given of such changes prior to their being made.

**8. TERMINATION AND SUSPENSION OF SERVICE**

8.1 CCP shall have without prejudice to any other claims or remedies which it may have in law against the client, the right to terminate the service in terms of this agreement without liability upon the happening of either of the following events:

8.1.1 If CCP for whatever reason is unable to provide the service.

8.1.2 If payment of the service fee is not made on the due date.

8.1.3 If the client commits a breach of this agreement.

**9. MISCELLANEOUS**

9.1 Notices – Any notice required herein shall be sent by post, facsimile or e-mail to the domicillium address of the subscriber and shall be deemed to be delivered 5 (five) business days after posting and if sent by facsimile or e-mail shall be deemed to be delivered when sent.

9.2 Waiver – No delay, neglect or forbearance on the part of CCP in enforcing any provisions of this agreement shall be deemed to be a waiver or create a precedent or in any way prejudice CCP’s rights under this agreement.

9.3 Interpretation – references in this agreement to persons shall include bodies corporate, incorporated associates and partnerships. References to the singular shall include plural and vice versa.

9.4 Amendments – Subject to clause 7 above, this agreement cannot be amended, altered, varied in any manner whatsoever, same in writing and by both parties hereto.

9.5 Domicillium Citandi et Executandi – the parties choose their respective domicillium citandi et executandi at their respective addresses stated on the face hereof.