

Interior Designer Service Level Agreement

Between

██████████

(hereinafter referred to as the "**Interior Designer**")

and

██████████

(hereinafter referred to as the "**Client**")

(Collectively the Service Provider and the Client are referred to as the "**Parties**")

Clause 1 INTRODUCTION

1.1 The Client appoints the Interior Designer to render the Services described in Clause 5 below.

1.2 The Interior Designer and the Client have reached agreement on the terms and conditions, regulating the provisions of the Services and wish to reduce the terms of this consensus to writing in the form of this Agreement.

Clause 2 INTERPRETING THIS AGREEMENT

█ [REDACTED]

█ [REDACTED]

2.3 If the Agreement refers to a party who is liquidated or sequestered (or has been through a comparable process under a different legal system), then the Agreement will also be applicable to, and binding on, that party's liquidator or trustee, as the case may be.

2.4 Unless this Agreement indicates to the contrary, any references to any gender includes the other gender, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa.

█ [REDACTED]

█ [REDACTED]

2.7 The use of the word "including" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example.

█ [REDACTED]

(c) will use the other Party's Confidential Information solely in the exercise of the rights and obligations under this Agreement and for no other purpose.

█ [REDACTED]

3.5 "Fees" means the fees as payable by the Client to the Interior Designer in respect of the Services rendered as set out in Clause 6;

3.6 "Intellectual Property" means the expression and/or representation of an intellectual and/or creative process and includes, but is not limited to, any text, images, data, multimedia, ideas, source code, concepts, know-how, data processing techniques, copyrights, trademarks, logos, patents, designs, inventions, whether registered or not.

3.7 "Interior Designer" means █
█
█ | █ | █ | █ | █ | █ | █ | █
█

3.8 "Interior Designer's Associates" means the Interior Designer's officers, servants, agents, contractors or other persons in respect of whose actions the Interior Designer may be held to be vicariously liable;

█ [REDACTED]

3.10 "Interrupted Party" means a Party prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement by reason of an Interruption Event;

3.11 "Losses" means all losses (including, but not limited to, those in respect of injury, damage to physical property or loss of life), liabilities, costs, expenses, fines, penalties, damage, and claims, and all related costs and expenses (including legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties);

█ [REDACTED]

3.13 "Premises" means the premises in terms of which the Services, as set out in Clause 5 below, pertains to;

[REDACTED]

[REDACTED]

3.16 "Signature Date" means the date of signature of the last signing Party hereto;

3.17 "Technical Drawings / Renderings" means the technical drawings that the Interior Designer supplies to the Client for approval, as more fully canvassed in Clause 5;

[REDACTED]

[REDACTED] ed;

Clause 4 DURATION

4.1 This Agreement shall commence on the Commencement Date and terminate on the Termination Date unless terminated earlier in accordance herewith.

Clause 5 THE SERVICES

5.1 The Services as rendered by the Interior Designer to the Client shall comprise the following:

[REDACTED]

[REDACTED]

5.3 The Interior Designer will, once the Technical Drawings / Renderings have been accepted by the Client, attend to the installation and placing of decor on the Premises.

5.4 In the above regard, decor items for installation at/on the Premises will be purchased by the Interior Designer.

Clause 6 FEES

6.1 The Client shall, as consideration for the Services to be rendered by the Interior Designer in terms of this Agreement, effect payment to the Interior Designer at an hourly rate of R2000 per hour.

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

6.5 The Interior Designer will require a deposit, payable in advance, prior to the Services commencing, and such deposit shall amount to R4000.

█ [REDACTED]

Clause 7 REIMBURSEMENT OF COSTS

7.1 Any costs incurred by the Interior Designer in respect of the purchase and supply of decor items for the Client as per Clause 5.3 and Clause 5.4 above shall be reimbursed to the Interior Designer in accordance with Clause 6 above.

Clause 8 QUALITY OF SERVICES

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

8.1.3 The Interior Designer hereby undertakes to ensure that the standard of the Services it shall render to the Client in terms of this Agreement shall be in accordance with Clause 5 of this Agreement, and further that such Services shall be performed in a timeous manner.

█ [REDACTED]

█ [REDACTED]

Clause 9 REVISIONS

█ [REDACTED]

█ [REDACTED]

Clause 10 SERVICE VARIATION

10.1 Should there exist a Service Variation determined at the reasonable discretion of the Interior Designer, the Interior Designer reserves its right to alter the Fees as deemed reasonably necessary by the Interior Designer.

█ [REDACTED]

█ [REDACTED]

Clause 11 INTELLECTUAL PROPERTY

11.1 All rights, titles and/or interest attached to or related to Intellectual Property as belonging to the Interior Designer shall remain vested in the Interior Designer.

█ [REDACTED]

█ [REDACTED]

Clause 12 TERMINATION

12.1 Either Party to this Agreement may terminate the Agreement in accordance with Clause 16.1.1 below.

█ [REDACTED]

12.3 Notwithstanding the foregoing, either Party may terminate this Agreement for any reason or not reason by providing the other Party with one month's written notice of such termination.

Clause 13 CONFIDENTIALITY

█ [REDACTED]

█ [REDACTED]

13.3 The Party receiving the Confidential Information shall inform any officer, employee or subcontractor to whom it discloses such Confidential Information, that such information is confidential and shall instruct them to keep it confidential and not to disclose it to any third party (other than those persons to whom it has already been disclosed in accordance with the terms of this Agreement), on the basis that the party disclosing the Confidential Information is responsible for any disclosure, in breach of this clause, by the person to whom it is disclosed.

█ [REDACTED]

█ [REDACTED]

13.4.2 either Party shall be entitled in its discretion from time to time to publish and/or to make known to members of the public, including (without limitation) its shareholding, the details of its financial performance, its financial performance forecast and the Party's strategic planning.

Clause 14 PROHIBITION ON INTERFERENCE AND SOLICITATION

█ [REDACTED]

[REDACTED]

Clause 15 **LIABILITY**

15.1 To the fullest extent permissible by law, the Interior Designer disclaims all warranties, any representations of fitness for purpose of any kind, whether express or implied in respect of the Services and the Client utilises the Services at its own risk.

[REDACTED]

[REDACTED]

15.4 The Client irrevocably waives any claims it may have against the Interior Designer arising out of, or related to (and agrees not to institute any proceedings in respect of), the Services or this Agreement more than 1 year after the cause of action relating to such claim or legal action arose.

[REDACTED]

Clause 16 **BREACH**

[REDACTED]

16.1.1 terminate this Agreement, provided the breach in question is a breach going to the root of this Agreement; or

16.1.2 claim specific performance of all of the Offending Party's obligations whether or not due for performance, in either event, without prejudice to the Aggrieved Party's right to claim damages.

Clause 17 **DISPUTES**

[REDACTED]

- 17.2 The Parties irrevocably agree that the decision in any arbitration proceedings:
- 17.2.1 will be binding on all of them;
- 17.2.2 will forthwith be carried into effect;
- 17.2.3 may be made an order of any court of competent jurisdiction.
- 17.3 Nothing herein contained shall be deemed to prevent or prohibit either Party from applying to the appropriate court for urgent relief.
- 17.4 The provisions of this clause will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.

Clause 18 GOVERNING LAW AND JURISDICTION

- 18.1 This Agreement shall be governed in all respects by and shall be interpreted in accordance with the laws of the Republic of South Africa and the Parties hereby consent and submit to the non-exclusive jurisdiction of the, appropriate South Africa court in which the Interior Designer is domiciled.

Clause 19 INTERRUPTION EVENT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19.3.2 3 (three) consecutive months, and in the event that alternative services and/or facilities cannot be provided by the Interrupted Party or its nominee, either Party may terminate this Agreement and shall only remain liable for performance under this Agreement which fell due immediately prior to the Interruption Event.

Clause 20 **DOMICILIUM AND NOTICES**

█ [REDACTED]

█ [REDACTED]

20.1.2 In respect of the Interior Designer, as set out in Clause 3.7 above.

█ [REDACTED]

20.3 All notices, demands, communications or payments intended for any Party shall be made or given at such Party's domicilium for the time being.

20.4 A notice sent by one Party to another Party shall be deemed to be received:

20.4.1 on the same day, if delivered by hand;

20.4.2 one day after transmission if sent by email;

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

Clause 21 **MISCELLANEOUS**

21.1 Each Party hereto acknowledges that it has been free to secure independent legal advice as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent legal advice or dispensed with the necessity of doing so. Further, each Party hereto acknowledges that all of the provisions of this Agreement and the restrictions

herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the Parties in connection with this Agreement.

[REDACTED]

[REDACTED]

21.4 No addition to, variation or consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement, or its breach or termination, shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorized representatives.

[REDACTED]

21.6 No latitude, extension of time or other indulgence, which may be given or allowed by a Party to another in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by any Party shall, under any circumstances, be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

[REDACTED]

[REDACTED]



Signature

Signature

Place:

Place:

Date:

Date: