

6. TERMS AND CONDITIONS OF SERVICE

6.1	General	These terms and conditions of service apply to all tenders, proposals and submissions made by or requested from Structuratech (Pty) Ltd and shall be in addition to any subsequent conditions agreed by the parties and may not be waived except by written document signed on behalf of Structuratech (Pty) Ltd by duly authorised officials. All services provided by Structuratech (Pty) Ltd on this project will be subject to the published PROCSA Form of Agreement, Edition 2.0, for Quantity Surveying as distributed from time to time and amended by and subject to the specific provisions set out in this document. The onus rests upon the Client to obtain a copy of such and the Client is deemed to have read and understood the PROCSA Agreement.	6.5	Terms of Payment	Invoices will be submitted monthly for all work completed up to and including the invoice date, unless agreed otherwise. Accounts are payable within 30 days of the date of the invoice. Overdue accounts shall bear interest at the prime overdraft rate plus two percent compounded monthly, calculated from the date of the invoice. The Client shall not be entitled to make any deduction from or set off against any payment due to Structuratech (Pty) Ltd. In particular, non-payment by the Client's principal shall not be reason to withhold payment to Structuratech (Pty) Ltd.
6.2	Copyright	Copyright in all documents, drawings and records whether manually or electronically produced, which form part of the tender, proposal or submission and any subsequent report or project document, shall vest in Structuratech (Pty) Ltd. None of the documents, drawings or records may be used or applied in any manner, nor may they be reproduced or transmitted in any form or by any means whatsoever for or to any other person, without the prior written consent of Structuratech (Pty) Ltd. The Client shall have no right to use any documents referred to in this Clause where any or all of the fees and expenses payable to Structuratech (Pty) Ltd have not been paid in accordance with this agreement. In the event that the parties agree that the copyright in the documents shall be ceded to the Client then Structuratech (Pty) Ltd shall not be liable in any way for the use of any of the information other than as originally intended for the project and the Client hereby indemnifies Structuratech (Pty) Ltd against any claim which may be made against him by any party arising from the use of such documentation for other purposes.	6.6	Changes in Legislation	If, after the date of the agreement, the cost or duration of the services is altered as result of changes in, or additions to, any statute, regulation or by-law, or in the requirements of any authority having jurisdiction over any matter in respect of the project, then the agreed remuneration and time for completion shall be adjusted in order to reflect the impact of those changes.
			6.7	Professional Liability	The total liability of Structuratech (Pty) Ltd shall be limited to twice the amount of fees payable to Structuratech (Pty) Ltd and for a period of five years from date of termination or completion of the agreement.
			6.8	VAT	Fees and disbursements as quoted do not include Value-added Tax.
			6.9	Arbitration	Place of Arbitration: Pretoria, Gauteng, South Africa. Rules of Arbitration: Rules of the Association of Arbitrators (South Africa).
6.3	Confidentiality	Should the tender, proposal or submission not be awarded to Structuratech (Pty) Ltd, the documentation and records together with attachments and any copies thereof shall be returned to Structuratech (Pty) Ltd within 14 days of the date of rejection. Should Structuratech (Pty) Ltd not be authorised to proceed with the project within a reasonable period of time, the documentation and records with attachments and any copies thereof shall be returned to Structuratech (Pty) Ltd within 14 days of Structuratech (Pty) Ltd's request.	6.11	Health and Safety	While we undertake to comply with all obligations which pertain to Structuratech (Pty) Ltd for health and safety, it is hereby confirmed that we are NOT appointed to act as the Client's agent as contemplated in Section 4.5 of the Construction Regulations, promulgated in terms of the Occupational Health and Safety Act 85 of 1993.
6.4	Governing Law	Law governing the Contract shall be the law of the Republic of South Africa.	6.12	Validity	This offer will remain valid for a period of 30 days.