

## SERVICE LEVEL AGREEMENT (SLA)

between

[SA METAL GROUP t/a WASTE CONTROL] [WASTE CONTROL (PTY) LTD] (hereinafter referred to as “the Service Provider”)

And

[CLIENT NAME] (herein after referred to as the “Client”)

### 1. The Service Provider undertakes:

- 1.1. to **provide the service/s** defined in the quotation agreed to by the parties (“the Quote”), on instruction from the Client;
- 1.2. to make every endeavour to complete the services in the Quote in the time promised, but accepts no responsibility whatsoever for **any delays or damages due to the fault of the Client**, and the Client shall have no claim against the Service provider for such delay or damage.

### 2. The Client acknowledges:

- 2.1. that the Service Provider expressly reserves the **right to refuse to provide the Services or remove the container** in the event that the container has been **overloaded or if it contains waste material other than that specified in the Quote**. In such event the Service Provider may require the container to be unloaded by the Client and shall, if so required by the Client, supply replacement or additional containers of the proper type and capacity. In these cases, all additional costs thus incurred shall be for the account of the Client.
- 2.2. that the container shall at all times remain the **property of the Service Provider** and that the Client will not acquire any property or rights thereto;
- 2.3. that the Service Provider shall not be responsible and hereby is **indemnified against any loss or damage to personal effects, material or equipment** or other property of any nature which has been deposited in the container;
- 2.4. that the Client shall be responsible for obtaining all necessary **permits, exemptions or licenses** for placing containers at prescribed sites or in positions stipulated by the Client.
- 2.5. that where the equipment supplied by the Service Provider is **placed on a public thoroughfare** or other public place, the Client shall be responsible for taking all necessary measures for the safety of the public and the obligation of the Client to indemnify the Service Provider under this paragraph, shall be extended accordingly. The Client hereby warrants that he is adequately insured against all such actions, proceedings, liabilities, claims, damages, costs and expenses.
- 2.6. that where the bins or equipment are supplied by the Client, the Service Provider agrees to complete the services specified in the Quote without the use of the Service Provider’s bins and/or equipment. The Client shall be responsible to maintain the equipment so supplied in a serviceable and accessible condition at the designated collection point. The Service Provider shall not be held liable for any loss of, or damage to, the Client’s equipment, howsoever caused.

### 3. The Client undertakes:

- 3.1. to give the Service Provider **24-hours' notice** when requesting a service. Such notice needs to be given during normal working hours, which are 07h30 to 16h30 Monday to Thursday, and 07h30 to 15h30 on Fridays.
- 3.2. to provide **unhindered and free access** to the Service Provider's vehicles when placing and removing containers, or providing a service. The Service Provider shall not be liable for any damage whatsoever caused to the Client's property if this requirement is not met;
- 3.3. to allow the Service Provider to **empty the container/s when they are full**, and not to withhold the container or fail to allow it to be picked up;
- 3.4. **not to use any other contractor** or party to affect a similar waste removal service as described in the Quote during the term of this agreement;
- 3.5. to **take all responsible care** of the container and equipment and shall ensure that containers are **not overfilled**;
- 3.6. **not to sub-let or assign** the use of the container nor allow any other person/body to interfere with, reposition or remove and empty said container/s;
- 3.7. not to allow any **signage, lettering, insignia, advertisements** or other markings or graffiti to be placed upon the container;
- 3.8. not to allow any **signage, lettering, marks, insignia, advertisements** placed by the Service Provider on the container to be removed or damaged;
- 3.9. to place **only waste material of the type specified in the Quote**, in the containers and to be aware that the placing of any other material than that for which the container has been designed may cause loss or damage to the Service Provider;
- 3.10. not to place any **explosive, deleterious, toxic, radio-active or dangerous substance** of any kind in the container and not to burn or allow the material in the container to be burnt or exposed to fire;
- 3.11. to **meet all costs, demands, claims or expenses** of any kind suffered by or made upon the Service Provider by reason of **any material other** than the waste material specified in the Quote being placed in the containers and hereby indemnifies the Service Provider accordingly.

### 4. Waste Material

- 4.1. The Client shall make **a full and complete written disclosure** of the nature, composition and properties of the waste material to be disposed of by the Service Provider and warrants that the said waste material is that described in the Quote,
- 4.2. **If the Client requests the Service Provider**, on the Client's behalf, to **determine the nature, composition and properties** of the waste material to be disposed of, the determination will be undertaken by the Service Provider **at the Client's expense**. No warranty of whatsoever nature is given by the Service Provider as to the accuracy thereof and the Client hereby indemnifies the Service Provider against any claim whatsoever which may arise howsoever as a result of such determination or of any inadequacy, error or inaccuracy occurring therein.
- 4.3. **If samples of the waste are required**, these samples must be truly representative of the waste that the Client intends to dispose of. These samples shall be provided to the Service Provider at the Client's expense.

## 5. Disposal:

- 5.1. While the Service Provider will take all reasonable precautions in storing and/or disposing of all waste material collected, the Client hereby **indemnifies the Service Provider in the event that the waste proves to be dangerous or otherwise defective** and/or in the **event of any loss or damage or harm caused** to any person or party while the Service Provider stores/disposes of the waste, if the waste proves to be dangerous or otherwise defective.

## 6. Payment and Penalties:

- 6.1. All charges quoted are **exclusive of VAT**.
- 6.2. All rates are subject to annual escalations / increases. Clients will be notified in advance of such increases, which may occur at different times of the year. These increases will apply even after the minimum period of a contract has expired.
- 6.3. In the event that no bin exchanges/removals occur during any given month (as of the date this SLA was signed), a minimum monthly charge will apply, in addition to the applicable monthly bin rental fee. These rates will be increased year-on-year in line with the Service Provider's annual increase.
- 6.4. Should a scheduled collection result in a futile trip due to the fault of the Client (e.g. lack of access), or if the Service Provider has been requested by Client to reposition a bin, the Client will be charged their quoted removal fee plus a penalty fee, as set out in the quotation. These rates will be increased year-on-year in line with the Service Provider's annual increase.
- 6.5. Payment terms are subject to approval of the Client's credit application. Standard payment terms, unless otherwise agreed in writing, are COD.
- 6.6. The Service Provider reserves the right to immediately suspend or terminate services, and to remove its equipment, in the event of non-payment or breach of terms.
- 6.7. **Interest on any overdue amounts** will be immediately charged by the Service Provider at Prime plus 5% (FIVE PERCENT).
- 6.8. In the event of the Client **failing to pay any amount due** to the Service Provider or failing to fulfil any of its undertakings or being in breach of any warranty given in terms of this contract, the Service Provider shall, at its option, be entitled to demand immediate payment of all and any amounts due to it and/or immediate fulfilment of such undertaking or warranty as the case may be. Alternatively (and also in the event of the Client not fulfilling such demand), the Service Provider shall be entitled to regard the Client's conduct as a repudiation of the contract and to cancel the same with immediate effect and without prejudice to its right of payment of any amount already due to it, to claim all and any damages which may arise from such repudiation and/or cancellation and for which the Client shall be liable.
- 6.9. The Client shall pay the Service Provider in accordance with **the Service Provider's rates and charges**, agreed to in the Quote, for Services supplied during normal working hours, which are 07h30 to 16h30 Monday to Thursday, and 07h30 to 15h30 on Fridays.
- 6.10. Should services be required **after normal working hours, on a Public Holiday, or on weekends**, then this must be agreed to in advance between the parties. The Service Provider reserves the right to charge for any

additional costs incurred by providing the required service outside of normal working hours, in addition to the charges in 6.3. above.

6.11. The Client is **responsible for all damage**, including (but not limited to) damage for undue wear and tear and misuse of the container and equipment; and any additional costs or charges that may be due to the Service Provider, as a result of any **misuse or overloading** of the containers or for any additional services rendered.

6.12. Where a Client requests a service, and **the Service Provider is prevented from completing such service**, for any reason other than the Service Provider's own fault, the Client will still be liable for:

6.12.1. the relevant quoted rates, and

6.12.2. an additional penalty fee as mentioned in the quote

These rates will be increased year-on-year in line with the Service Provider's annual increase.

6.13. Where damages occur to the Service Provider's wheelie bin/s (where applicable), the Client will be held liable for the replacement or repair charges as set out in the quote.

These rates will be increased year-on-year in line with the Service Provider's annual increase.

**7. Proof of service:**

7.1. The Service Provider shall retain signed copies of delivery notes as the primary proof of service. In the event that the original delivery note is misplaced or otherwise unavailable, and the Client is unable to provide a copy, then the Service Provider reserves the right to present alternative evidence of service. This may include, but is not limited to, trip sheets and vehicle tracking records. Such documentation shall be deemed sufficient confirmation of service rendered.

**8. Duration of the agreement:**

8.1. Subject to 6.6 above, the agreement shall endure for the **period stipulated (if applicable)** in the Quote and shall continue indefinitely thereafter subject to either the Service Provider or the Client giving the **other a calendar month's written notice** of its intention to terminate this agreement, subject to the settlement of all outstanding amounts and obligations.

8.2. The charges stated in the Quote (including any automatic escalations built therein) will remain in force for the minimum period of this agreement and thereafter the Service Provider has the right to increase the charges on 30 days prior written notice of its intention to increase such charges.

9. This agreement constitutes the **whole agreement** between the Service Provider and the Client and no variation or amendment will be binding unless such is agreed in writing by both parties.

This SLA is to be read in conjunction with the accepted Quote and the Credit Application.

**SIGNATORIES**

Signed for and on behalf of the Service Provider:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of the Client:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_