



**STANDARD TERMS AND CONDITIONS
FOR WASTE MANAGEMENT SERVICES**
(found at <https://content.wasteplan.co.za/standardtandc>)

1. RECORDAL

- 1.1. The Client wishes to contract with the Service Provider to make use of the Services.
- 1.2. The Service Provider wishes to contract with the Client to render the Services, and confirms that it is suitably qualified and experienced to render the Services and is able to comply fully with the terms of the Agreement.
- 1.3. The Client agrees that by signing the Client Application and/or SLA, or by virtue of receiving any of the Services from the Service Provider, the Client is bound by these Standard Terms and Conditions.
- 1.4. The Parties accordingly set out herein the terms of their agreement relating to the rendering of Services. These Standard Terms and Conditions apply to any and all Services rendered, including Services rendered prior to the Signature Date.
- 1.5. These Standard Terms and Conditions apply to the exclusion of any document, notice, order, terms, agreement, quotation or any other document, whether past or future, which the Client purports to apply or seeks to impose between the Service Provider and the Client in respect of the Services.

2. SEPARATE AGREEMENTS

- Each SLA entered into and signed by the Parties hereto shall constitute a separate Agreement, incorporating these Standard Terms and Conditions.

3. INTERPRETATION

- In the Agreement, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention –

- 3.1. an expression which denotes –
- 3.1.1. any gender includes the other genders;
- 3.1.2. a natural person includes an artificial or juristic person and vice versa;
- 3.1.3. the singular denotes the plural and vice versa;
- 3.2. the following expressions shall bear the meanings assigned to them below and cognate expressions bear the corresponding meanings –
- 3.2.1. **"the Agreement"** – each duly concluded SLA, read with and incorporating the WastePlan Client Application and these Standard Terms and Conditions, as amended from time to time, and in the absence of a duly concluded SLA, these Terms and Conditions as applicable to the Services rendered to the Client;
- 3.2.2. **"Business Day"** – any day other than a Saturday, Sunday or public holiday in the Republic of South Africa;
- 3.2.3. **"Client"** – the client described on the WastePlan Client Application and SLA;
- 3.2.4. **"Client's Premises"** – the site of the Client as nominated in each SLA at which the Service Provider will render the Services;
- 3.2.5. **"Commencement Date"** – the commencement date of the Agreement as nominated in each duly concluded SLA;
- 3.2.6. **"CPI"** – the Consumer Price Index as published by Statistics South Africa from time to time, which is referred to as the "Headline CPI (for all urban areas)" in Statistical Release P0141 or, in the absence thereof, a similar index nominated or prepared by the Service Provider's auditors;
- 3.2.7. **"Equipment"** – the equipment utilised by the Service Provider to perform the Services including, but not limited to, wheelie bins, balers, sorting tables and scales;
- 3.2.8. **"Group"** – WastePlan Holdings Proprietary Limited (registration number: 2010/022096/07) and all of its Subsidiaries;
- 3.2.9. **"Month-to-Month Contract"** – has the meaning ascribed thereto in clause 4.2 below;
- 3.2.10. **"NEM:WA"** – the National Environmental Management: Waste Act 59 of 2008, as amended;
- 3.2.11. **"OHS"** – the Occupational Health and Safety Act 85 of 1993, as amended;
- 3.2.12. **"Parties"** – the parties to the Agreement, being the Service Provider and the Client;
- 3.2.13. **"Personnel"** – a Party's directors, officers, partners, employees, agents, subcontractors, consultants or other representatives;
- 3.2.14. **"POPIA"** – the Protection of Personal Information Act 4 of 2013, as amended;
- 3.2.15. **"PPE"** – personal protective equipment;
- 3.2.16. **"Recyclables"** – waste that consists of various grades of recyclable materials, including cardboard, paper, plastic, glass and cans;
- 3.2.17. **"Services"** – all waste management and recycling services rendered by the Service Provider to the Client, including those as set out in the relevant SLA;
- 3.2.18. **"Service Fee"** – the fee for the Services as agreed in the SLA, to be paid by the Client to the Service Provider as set out in these Standard Terms and Conditions;
- 3.2.19. **"Service Levels"** – the levels of service to be rendered by the Service Provider to the Client as set out in the SLA;
- 3.2.20. **"Service Provider"** – the relevant subsidiary of the Group which renders Services to the Client;
- 3.2.21. **"Signature Date"** – the date on which the SLA has been signed by an authorised representative of the Service Provider;
- 3.2.22. **"SLA"** – each cost sheet concluded from time to time, which sets out *inter alia* the Client's Premises, the Service Fee, Commencement Date and duration of Services performed in terms of the Agreement, and which shall be binding from the Commencement Date stipulated therein upon due execution by both Parties;
- 3.2.23. **"Staff"** – the Service Provider staff placed onsite at the Client's Premises from time to time to render the Services;

- 3.2.24. **"Standard Terms and Conditions"** – these standard terms and conditions for waste management services and all schedules and annexures hereto, which may be amended from time to time by notice from the Service Provider and which can be found at <https://content.wasteplan.co.za/standardtandc>;
- 3.2.25. **"Subsidiaries"** – bears the meaning as set out in section 3 of the Companies Act 71 of 2008, as amended;
- 3.2.26. **"Term"** – the term of the Agreement as set out in the SLA, commencing on the Commencement Date and terminating on the Termination Date, as nominated therein and in the absence of such term being nominated, 12 (TWELVE) months;
- 3.2.27. **"Termination Date"** – the termination date as recorded in the SLA;
- 3.2.28. **"Waste"** – all waste as defined in NEM:WA and managed by the Service Provider in the rendering of the Services;
- 3.2.29. **"Waste Area"** – the separately demarcated area at the Client's Premises meeting the specifications of the Service Provider, where the Staff will receive, sort and process Waste in pursuance of complying with the Service Provider's obligations in terms hereof;
- 3.2.30. **"WastePlan Client Application"** – the cover sheet styled "WASTEPLAN CLIENT APPLICATION", which is signed by both Parties;
- 3.3. the annexures and schedules to the Agreement form an integral part hereof and words and expressions defined in the Agreement shall bear, unless the context otherwise requires, the same meaning in such annexures and schedules;
- 3.4. unless otherwise stated, any reference to any statute, regulation or other legislation in the Agreement is a reference to that statute, regulation or other legislation as at the Signature Date, and as amended or substituted from time to time;
- 3.5. if any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party then, notwithstanding that it is contained only in a definition, effect shall be given to such provision as if it were a substantive provision in the body of the Agreement;
- 3.6. where any term is defined within a particular clause other than this clause 3, that term shall bear the meaning ascribed to it in that clause wherever it is used in the Agreement;
- 3.7. unless otherwise stated, where any number of days is to be calculated from a particular day, such number shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day;
- 3.8. any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, months or years, as the case may be;
- 3.9. in the event that the day for payment of any amount due in terms of the Agreement should fall on a day which is not a Business Day, then the relevant date for payment shall be the following Business Day;
- 3.10. the use of the word "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it and the *ejusdem generis* rule shall not be applied in the interpretation of such general wording or specific example;
- 3.11. where a figure is described in numbers and in words and there is a conflict between the two, the words will prevail; and
- 3.12. the rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply.
- 4. COMMENCEMENT AND APPLICATION**
- 4.1. The Agreement commences on the Commencement Date, or on the Signature Date of the relevant SLA if no Commencement Date is specified, and shall endure for the Term.
- 4.2. If, upon the expiry of a Term, no further SLA has been duly concluded and the Agreement has not been terminated in accordance with these Standard Terms and Conditions, the Agreement shall continue on a month-to-month basis (**"the Month-to-Month Contract"**).
- 4.3. Should either Party not wish for the Agreement to continue on a month-to-month basis as set out in clause 4.2, such Party shall deliver no less than 3 (THREE) calendar months' written notice to the other Party prior to expiry of the Term.
- 4.4. The Month-to-Month Contract shall operate on the terms as applicable between the Parties prior to expiry of the Term, provided that the Service Fee shall escalate annually at the rate of CPI, with the first escalation on the expiry date of the Term and each subsequent escalation on each anniversary of the expiry date.
- 4.5. Subject to the rights of any Party in terms hereof, the Month-to-Month Contract may only be terminated by delivery of 1 (ONE) clear calendar month's written notice by either Party.
- 4.6. The Client confirms that the Agreement did not come about as a result of direct marketing by the Service Provider, but that the Agreement has been concluded as a result of negotiations between the Parties after the Client was provided sufficient time and opportunity to receive and comprehend the nature and effect of all the provisions of the Agreement.
- 5. SERVICES RENDERED**
- 5.1. The Service Provider shall render the Services as set out in these Standard Terms and Conditions, and according to the Service Levels.
- 5.2. Waste will be collected in the manner and at the frequency as may be suitable in the Service Provider's discretion, in light of the type and volume of Waste. All Waste streams managed by the Service Provider and emanating from the Client's Premises will be recorded and weighed and, where applicable, monthly reports will be available online.

Where general Waste is managed, general Waste will be discarded into a designated waste container in the Waste Area and such Waste will be disposed of at an appropriately licensed landfill. A third-party service provider may be appointed by the Service Provider from time to time to collect the general Waste when required.

Hazardous Waste will be segregated at source by the Client's staff and stored by the Client in a manner compliant with NEM:WA and all other applicable laws. Hazardous Waste will not be managed by the Service Provider unless expressly agreed to in the SLA.

Any contamination of Waste with any form of hazardous Waste will result in the full volume of Waste being classified as hazardous Waste. Where the Client's staff have incorrectly handled Waste in this manner or caused (with or without fault) the contamination, the Client will be liable to the Service Provider on demand for an ad hoc safe disposal fee as reasonably determined by the Service Provider. Staff will maintain a clean environment at all times in and around the Waste Area in accordance with the OHS and NEM:WA.

Staff shall wear the designated Service Provider uniform as required due to the site, which may include an overall jacket, pair of trousers and a t-shirt, safety boots, or gumboots where applicable, a set of gloves, a rain suit (when applicable given weather conditions), and other PPE as required by law from time to time.

6. CLIENT OBLIGATIONS

The Client shall, at its own expense:

- 6.1. provide Staff and Personnel access to the Waste Area for the purpose of carrying out the Services, as well as access to all common areas of the property that would be necessary to allow Staff and Personnel to provide the Services to the Client;
- 6.2. provide all electricity (including stand-by power and back-up power), water and other utilities necessary for the installation, operation and maintenance of the Equipment and the provisioning of the Services by the Service Provider and its Personnel;
- 6.3. make adequate toilet and change room facilities available for the Staff at the Client's Premises;
- 6.4. ensure that measures are taken to provide appropriate security to ensure the safety of the Equipment and Staff, and at least on the same standard of security as is provided for the Client's Premises and Personnel in general; and
- 6.5. provide the necessary assistance in obtaining the co-operation of the Client's Personnel at the Client's Premises to comply with the operational procedures introduced by the Service Provider, with the consent of the Client, in the carrying out of the Services.

7. MOVABLE EQUIPMENT

- 7.1. The Parties hereby record that if required, the Service Provider is entitled to place movable Equipment as set out in the SLA on the Client's Premises.
- 7.2. The Client shall be liable for any damage caused to or theft of the Equipment as a result of any intentional or negligent conduct of the Client, its Personnel, or any third party.
- 7.3. Ownership of the Equipment shall remain vested in the Service Provider at all times and the Client undertakes to notify its landlord, within 10 (TEN) Business Days of placement of the Equipment at the Client's Premises, of the Service Provider's ownership rights in the Equipment. On demand by the Service Provider, the Client shall provide the Service Provider with proof to the Service Provider's satisfaction that the Client's landlord has been adequately informed of, and acknowledges in writing, the Service Provider's ownership rights in the Equipment.

8. PAYMENT

- 8.1. As consideration for the Services provided by the Service Provider, the Client undertakes to pay the Service Fee and any ad hoc fee agreed to from time to time. Where Services are rendered on the instruction of the Client in absence of a signed SLA or agreement, the Client shall be liable for payment at the Service Provider's standard rates.
- 8.2. The Service Provider shall provide the Client with a tax invoice at the end of each calendar month in respect of the Services rendered to the Client setting out the total amount payable in terms thereof. Unless the Client raises a reasonable dispute regarding the tax invoice within 14 (FOURTEEN) days of receiving the tax invoice, then such invoiced amount shall be due and payable within 30 (THIRTY) days of the date of the tax invoice.
- 8.4. All amounts due by the Client to the Service Provider shall be paid by way of electronic funds transfer into the bank account nominated by the Service Provider in the tax invoice provided to the Client in terms of this clause 8, or as otherwise nominated by the Service Provider in a formal written notice issued by the Group Financial Manager from time to time.
- 8.5. All payments shall be made free from any deduction or set-off.
- 8.6. It is recorded that, should the Client's internal processes or policies require that a purchase order number be issued and reflected on the Service Provider's invoice, it is the Client's responsibility to timely provide the Service Provider with any purchase order numbers required. The Client undertakes to timely issue such purchase order numbers prior to each billing period and invoice generation date, and if the purchase order numbers are not timely provided to the Service Provider, the Service Provider is entitled to issue the relevant invoice, and the absence of the relevant purchase order number shall not entitle the Client to withhold payment. Any such failure by the Client to pay timeously shall constitute material breach, entitling the Service Provider to exercise its remedies in terms of clause 12.1, including the levying of default interest on the outstanding amount.
- 8.7. The Service Fee will be subject to a reasonable annual increase linked to CPI, landfill disposal fees and relevant transportation costs.

- This increase will come into effect on the anniversary date of the Commencement Date of each SLA.
- 8.8. The Service Fee may escalate at any time during the Term due to a general increase in fuel prices, landfill disposal fees, any other generally applicable input costs, or material changes to legislation or to any regulations issued by a relevant authority that bear a cost for the Service Provider in rendering the Services. The Client will be provided with no less than 1 (ONE) calendar months' notice of the increase ("**Increase Notice**"). On request, the Service Provider will provide the Client with a certificate from its auditors confirming the increase. If the Client is dissatisfied with the increase then, subject to clause 13, the Client may terminate the Agreement on written notice prior to the expiry of the Increase Notice.
- 9. REBATE**
- 9.1. Recyclables will be collected by the Service Provider, or a third-party service provider appointed by the Service Provider from time to time, and delivered to a materials recovery facility elected by the Service Provider or other licensed recycling facility elected by the Service Provider, and such waste will then be sold to various buyers.
- 9.2. If agreed to by the Parties in the SLA, the Client shall receive a rebate for the Recyclables.
- 9.3. Unless otherwise specified in the SLA, the rebate to the Client for the Recyclables shall be calculated at the published Service Provider rate payable in respect of each material type, as per the detailed cost, and multiplied by the individual mass of such grade of material ("**Recyclables Rebate**").
- 9.4. The Recyclables Rebate shall be calculated 1 (ONE) month in arrears.
- 9.5. A reconciliation will be provided to the Client by email and an invoice may be issued by the Client to the Service Provider using the purchase order number provided in respect of the Recyclables Rebate within 30 (THIRTY) days of receiving the reconciliation. Such invoice is payable by the Service Provider by way of electronic funds transfer into the bank account nominated in writing by an authorised representative of the Client within 30 (THIRTY) days of the date of the tax invoice.
- 9.6. No sum will be due to the Client in respect of the Recyclables Rebate where the sum has not been duly invoiced by the Client in accordance with the Agreement, or where such invoice has not been received by the Service Provider within 15 (FIFTEEN) days of receiving written notice from the Service Provider to issue such invoice.
- 9.7. In the event that the Recyclables cannot be sold on the general Recyclables market despite best commercial efforts by the Service Provider, and unless otherwise agreed to by the Parties, the Service Provider shall on 2 (TWO) days written notice to the Client dispose of the Recyclables at an appropriately licensed landfill and in accordance with applicable law. All costs associated with such disposal shall be passed on to the Client and shall be payable on the agreed payment terms for invoices as per clause 8 above.
- 9.8. The Service Provider is entitled to set the Recyclables Rebate off against the Service Fee.
- 10. INTEREST ON OVERDUE PAYMENTS**
- 10.1. All amounts payable by the Client in terms hereof that remain unpaid on the due date thereof shall bear interest at 2% (TWO PERCENT) per month.
- 10.2. Interest as aforesaid shall be calculated daily from the due date for payment of the unpaid amount to the actual date of payment thereof (both dates inclusive), calculated daily and capitalised monthly in arrears on the last day of each calendar month that such amount remains unpaid.
- 10.3. The Service Provider is entitled to allocate any payment to capital, interest, costs or any other item as the Service Provider deems fit in its sole discretion, despite any allocation made or deemed to be made by the Client.
- 11. FORCE MAJEURE**
- 11.1. If either Party ("**the Affected Party**") is prevented, restricted or delayed directly or indirectly from performing its obligations under the Agreement due to any cause beyond such Party's reasonable control (including without limiting the generality of the aforesaid, war, civil commotion, riot, insurrection, strikes, lock-outs, boycotts, fire, explosion, flood, embargoes, export control, international restriction, any order of any international authority, any court order, any requirements of any other competent authority, acts of any state or government or other authority and continuous disease, owner's death or other acts of God) ("**Force Majeure Event**"), then the Affected Party must, within 48 (FORTY-EIGHT) hours of the occurrence of the Force Majeure Event, give the other Party ("**the Other Party**") written notice containing full details of the alleged Force Majeure Event, the extent to which the Affected Party is prevented, restricted or delayed directly or indirectly from performing its obligations under the Agreement due to the occurrence of the Force Majeure Event, the steps taken by the Affected Party to mitigate the effects of the Force Majeure Event, and the expected duration of the Force Majeure Event and the expected consequences ("**Force Majeure Notice**")., Provided that the Affected Party duly provides the Force Majeure Notice:
- 11.1.1. the Affected Party shall be relieved of its affected obligations during the period that such event and its consequences continue, but only to the extent so prevented due to the Force Majeure Event; and
- 11.1.2. the Affected Party shall not be liable for any such delay or failure in the performance of any of its affected obligations thereunder or for any loss or damage (general, special or consequential) which the Other Party may suffer due to or resulting from such delay or failure, but only to the extent caused by the Force Majeure Event.
- 11.2. The Affected Party shall use its reasonable endeavours to terminate the circumstances giving rise to such Force Majeure Event. Upon termination of the circumstances giving rise to the Force Majeure Event, the Affected Party shall forthwith give written notice thereof to the Other Party.
- 11.3. It is recorded that a direct or indirect inability by the Client to pay shall not constitute a Force Majeure Event.
- 12. BREACH**
- 12.1. If either Party ("**the Defaulting Party**") commits any breach of the Agreement and fails to remedy such breach within 10 (TEN) Business Days of written notice requiring the breach to be remedied, then the other Party ("**the Aggrieved Party**") will be entitled, without prejudice to any of its other rights in law, including any right to claim damages, to demand immediate specific performance of the Defaulting Party's obligations in terms of the Agreement, or to terminate the Agreement on written notice to the Defaulting Party.
- 12.2. If the Client is the Defaulting Party, then the Service Provider will be entitled, at its option and without prejudice to any of its other rights in law:
- 12.2.1. to claim immediate payment or specific performance of any of the Client's obligations under the Agreement, with or without claiming damages, whether or not such obligation has fallen due for performance; or
- 12.2.2. to cancel the Agreement, with or without claiming damages, in which case written notice of the cancellation shall be given to the Client, and the cancellation shall take effect on the furnishing of the notice; and in any event:
- 12.2.3. to suspend the provision of Services on the conditions notified in writing by the Service Provider;
- 12.2.4. to remove all movable Equipment from the Client's Premises;
- 12.2.5. to claim the immediate return of all property of which the Service Provider has reserved its ownership; and
- 12.2.6. to exercise all such rights of security which have been granted to the Service Provider by the Client or any other person.
- 12.3. A certificate signed by any manager or director of the Service Provider, whose authority it shall not be necessary to prove, as to the existence and amount of indebtedness of the Client at any time and as to the fact that the same is due and payable shall be *prima facie* proof, including for purposes of provisional sentence and summary judgement against the Client in any competent court, of the existence of the debts referred to in such certificate, and amounts owing thereon and the fact that such amounts are liquidated, due and owing and have not been paid.
- 12.4. In the event of breach of the Agreement, the Defaulting Party will be liable for the Aggrieved Party's legal costs incurred, on a scale as between attorney and own client.
- 12.5. The Service Provider shall be entitled, without prejudice to any other rights or remedies to which it may be entitled in such circumstances, to terminate the Agreement forthwith in any one or more of the following circumstances:
- 12.5.1. if the Client is wound up, liquidated, sequestrated, deregistered, placed in business rescue or placed under judicial management, whether provisionally or finally, and whether voluntarily or compulsorily, or passes a resolution for any such event, or has any such application or other process brought against or in respect of it; or
- 12.5.2. if the Client has any judgement (or similar award) awarded against it for a sum of or exceeding the total Service Fee charged in the 3 (THREE) months preceding the date on which the Service Provider became aware of the judgement, and the Client fails to satisfy such judgement within 30 (THIRTY) days after demand; or
- 12.5.3. if the Client intentionally commits any act that is calculated to harm the reputation of or goodwill attaching to the Service Provider.
- 12.6. The Service Provider is entitled to terminate the Agreement at any time by giving the Client 1 (ONE) calendar month's written notice of its intention to terminate the Agreement.
- 13. EARLY TERMINATION**
- If the Parties have agreed that the Agreement will run for the Term and the Client terminates the Agreement before the expiry of the Term then, without prejudice to all other rights or remedies available to the Service Provider in terms of the Agreement or in law, the Client will be liable on demand for payment of a reasonable termination penalty as notified in writing by the Service Provider.
- 14. LIMITATION OF LIABILITY AND INDEMNIFICATION**
- Notwithstanding any other clause in the Agreement:
- 14.1. The Client hereby waives any claim including all loss, liability, damages or expenses of whatever nature and howsoever caused ("**Claim**") against the Service Provider and/or any member of the Group that the Client might have or otherwise acquire against the Service Provider and/or any member of the Group, arising out of or in connection with any conduct of the Service Provider and/or any member of the Group, or Personnel of any of the aforesaid entities or arising out of or in connection with the Agreement, and irrespective of whether such Claim arises from contract, delict or otherwise, except to the extent that any such Claim arose as a result of the Service Provider's gross negligence or intentional conduct.
- 14.2. Except to the extent expressly prohibited by law or arising as a result of the Service Provider's gross negligence or intentional conduct, neither the Service Provider, nor any member of the Group or any Personnel of the aforesaid entities shall, at any time, be liable for any injury, loss or damage (whether direct or indirect, consequential or otherwise) to the person or property suffered by any person, whether natural or juristic, arising out of the Agreement or the Services.
- 14.3. The Client shall fully indemnify the Service Provider against any Claim brought against the Service Provider, any member of the Group, and/or any Personnel of the aforesaid entities, by any third party in respect of or arising from any of the matters contemplated in this clause 14, including all costs and expenses, incurred in connection therewith, which costs shall include legal costs on the attorney and own client scale.
- 14.4. Neither Party shall be liable to the other Party for any losses which constitute indirect, special or consequential damages.
- 15. PRIVACY CONSENTS**
- The Client hereby:
- 15.1. warrants that the information set out in the WastePlan Client Application is true and correct in all respects, and undertakes to immediately notify the Service Provider should any of the information contained therein change;
- 15.2. consents to the processing by the Service Provider, each member of the Group, and any third party on behalf of the Service Provider, in accordance with POPIA, of Personal Information of the Client, and all Personal Information of third parties furnished by the Client to the Service Provider, to enable the Service Provider to perform its contractual obligations to the Client;
- 15.3. warrants that all Personal Information furnished by the Client is strictly necessary for the compliance by the Service Provider of its contractual obligations to the Client;
- 15.4. warrants that the Client has obtained the consent, in accordance with POPIA, to the processing by the Service Provider of any Personal Information of third parties furnished by the Client to the Service Provider; and
- 15.5. consents to a credit check being conducted on the Client and its principals (including directors, members, and shareholders) with any Credit Bureau of the Service Provider's choice.
- 16. DOMICILIUM AND NOTICES**
- 16.1. The Parties choose as their *domicilia citandi et executandi* for all purposes under the Agreement, whether in respect of court process, notice or other documents or communications of whatsoever nature, the following addresses:
- 16.1.1. The Service Provider: The current registered address of the Service Provider.
- 16.1.2. The Client: The physical and email addresses as set out in the WastePlan Client Application, or in its absence, the current registered address of the Client.
- 16.2. Any notice or communication required or permitted to be given in terms of the Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by email.
- 16.3. Either Party may by notice to the other Party change the physical address chosen as its *domicilium citandi et executandi* to another physical address, provided that the change shall become effective on the 10th (TENTH) Business Day from the deemed receipt of the notice by the other Party.
- 16.4. Any notice to a Party:
- 16.4.1. sent by prepaid registered post in a correctly addressed envelope to it at its *domicilium citandi et executandi* shall be deemed to have been received on the 4th (FOURTH) Business Day after posting (unless the contrary is proved);
- 16.4.2. delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or
- 16.4.3. sent by email to its chosen email address, shall be deemed to have been received on the date of dispatch (unless the contrary is proved).
- 17. GENERAL**
- 17.1. The Client shall not be entitled to cede or assign any of its rights or delegate any of its obligations under the Agreement without the written consent of the Service Provider, which consent will not be unreasonably withheld.
- 17.2. The Service Provider shall be entitled to cede or assign any of its rights or delegate any of its obligations under the Agreement, on reasonable notice in writing to the Client.
- 17.3. Any provision in the Agreement affording a right to the Service Provider shall operate as a stipulation in favour of any member of the Group, which shall be open for acceptance by such entity at any time.
- 17.4. Save as expressly provided for herein, each paragraph, clause, term and provision of the Agreement and any portion thereof shall be considered severable, and if for any reason any part of the Agreement is held to be invalid or unenforceable, same shall not impair the validity and operation of the remainder of the Agreement, which shall continue to be given full force and effect and be binding upon the Parties.
- 17.5. The Agreement shall not prevent the Service Provider from entering into similar agreements with third parties.
- 17.6. The Agreement constitutes the sole record of the agreement between the Parties with regard to the subject matter hereof. Neither Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 17.7. No addition to, variation of, or agreed cancellation of, the Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.
- 17.8. No relaxation, indulgence or extension of time, which any Party may grant to any other, shall constitute a waiver of the rights of that Party and/or preclude that Party from exercising any existing or future rights.
- 17.9. Without prejudice to any other provision of the Agreement, any successor-in-title of either Party shall be bound by the Agreement.
- 17.10. The Agreement shall be interpreted and governed by the laws of the Republic of South Africa, and the parties hereby consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria.
- 17.11. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.