

Consultant:

Client Details												Account Number																																				
Company Name																																																
Registration No												VAT Reg No																																				
Primary Business												Other (please specify)																																				
Postal Address												Postal Code																																				
Physical Address																																																
Telephone												Fax																																				
Cell Number																																																
Licensing Details												Strictly one e-mail address per licence agreement																																				
Licence 1)												<table border="1"> <tr> <td>Contact Name:</td> <td colspan="11">e-mail:</td> </tr> <tr> <td>Username:</td> <td colspan="11">Password:</td> <td>Cell;</td> </tr> </table>												Contact Name:	e-mail:											Username:	Password:											Cell;
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Licence 2)												<table border="1"> <tr> <td>Contact Name:</td> <td colspan="11">e-mail:</td> </tr> <tr> <td>Username:</td> <td colspan="11">Password:</td> <td>Cell;</td> </tr> </table>												Contact Name:	e-mail:											Username:	Password:											Cell;
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Username:	Password:											Cell;																																				

Monthly Subscription Details		Rands
Construction Business Intelligence Services (Reports, Newsletters, Statistics, e-library, Municipal Budgets, Project Database, Pricing Monitor)		
Investment Map (Reports / On-line)		
Contractor & Supplier Survey		
Customised		
Other:		
Admin Once off fee		R200.00
Sub Total		
VAT @ 14%		
Total		
This agreement to accompany signed debit order		

This agreement shall commence on

Industry Insight and the Client agree that Industry Insight will provide data to the Client for remuneration, according and subject to the terms and conditions set out above and overleaf.

 For and on behalf of the Client
 Who warrants that he is duly authorised to sign this

 For Industry Insight

 Date

TERMS AND CONDITIONS OF AGREEMENT

1. PARTIES

INDUSTRY INSIGHT
AND
the **CLIENT**
(being the party described on the face hereof)

2. PERIOD OF CONTRACT

- 2.1. **The duration of this agreement shall be twelve months, calculated from the commencement date, where after a 30 day notice period will be required in writing to cancel this agreement.**
- 2.2. Industry Insight shall be entitled, but not obliged, to increase the subscription payable by an amount not exceeding 10% of the previous year's fee, or the average CPIX for the preceding 12 months, whichever is the highest.

3. NON-LIABILITY

The Client agrees not to hold Industry Insight liable for any loss or damage, whether direct or consequential, suffered by the client as a result of the use of the information provided by Industry Insight. The Client acknowledges and accepts that Industry Insight sources information from various and reputable sources and that Industry Insight, to the extent that it is able to do so, warrants the information to be true and accurate, as received from such sources, at the time of presentation to the Client

4. RENDERING OF SERVICE

- 4.1. The service to be rendered by Industry Insight shall be deemed to have been rendered by it upon its compiling the relevant information and
 - 4.1.1. dispatching it via the Internet on a closed user group basis, or
 - 4.1.2. dispatching it via electronic systems at such address as advised by the Client in writing.

5. IDENTIFICATION INFORMATION

- 5.1. The person signing for and on behalf of the Client hereby warrants to Industry Insight that the information and contact details of the Client are correct. In the event that such information is subsequently found not to be correct, the person signing for and on behalf of the Client, and his signature thereto, undertakes liability in favour of Industry Insight for and on behalf of the Client, in solidum, for the due and punctual performance by the Client of its obligations herein.
- 5.2. The Client shall ensure that it notifies Industry Insight of any change in its address, telephone number or other particulars and shall keep Industry Insight apprised of any changes in its particulars from time to time. It being specifically recorded by the parties that the obligation to ensure that Industry Insight has the correct particulars of the Client vests in and on the Client.

6. BREACH

In the event of the Client breaching this agreement and Industry Insight instituting legal action as a result thereof, the Client shall be liable for the legal costs of Industry Insight on the scale as between attorney and client, including the costs of appointing a tracing agent, and collection commission.

7. COPYRIGHT AND CONFIDENTIALITY

- 7.1. Industry Insight retains its ownership in the copyright in all programs, databases, data updates and written material and hard copy sold or supplied by it to the Client.
- 7.2. The Client may not copy or reproduce or attempt to copy or reproduce any of the information or data supplied in terms hereof.
- 7.3. The information or data disclosed in terms of this Agreement is personal as between Industry Insight and its Clients and the Client undertakes not to disclose any part thereof to any person or company, hereby acknowledging that Industry Insight at all times remains the owner of the information and data supplied in terms hereof.
- 7.4. In the event that the client releases any information received from Industry Insight to any other company, company branches or persons, without approval in writing from Industry Insight, it could lead to the immediate suspension and possible terminate of access codes under which circumstance the client remains responsible for payment for

the full duration of the remainder of the 12 month contract with no further recourse.

8. BANK DEBIT ORDER AUTHORITY

- 8.1. The Client hereby authorises Industry Insight to activate a debit order payment in terms of the bank details furnished on the face hereof whereby the Client's subscription payment and value added tax, is effected in favour of Industry Insight.
- 8.2. The Client shall not be entitled to countermand any payments made in terms hereof for the amount specified in respect of the subscription and value added tax.

9. PAYMENT

In the event of any payment not being made within 30 days, Industry Insight reserves the right to suspend access codes to the service and accumulate interest at 1,5% per month on the overdue amount. Non payment will result in a breach of contract as per par. 6 of this agreement.

10. VARIATIONS, RELAXATIONS AND INDULGENCES

- 10.1. No addition to, variation or consensual cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 10.2. No indulgence, which either party may grant to the other party, shall prejudice or constitute a waiver of the rights of the aggrieved party, who shall not thereby be precluded from exercising any rights against the other party, which may have arisen in the past or might arise in the future.

11. DOMICILIUM CITANDI ET EXECUTANDI

The parties choose as their respective domicilia citandi et executandi for the purposes of giving any notice, the serving of any process and for any other purpose arising from this Agreement, the addresses shown on the face of this Agreement.

12. ACKNOWLEDGEMENT

- 12.1. The Client hereby acknowledges that save as herein contained, neither Industry Insight nor any person on its behalf has made any representations or warranties inducing the Client to enter into this Agreement.
- 12.2. The Client acknowledges that all its obligations in terms of this contract are to be rendered at the offices of Industry Insight in Cape Town.
- 12.3. The person signing for and on behalf of the Client warrants that he is duly authorised to sign this contract on behalf of the Client.

13. CESSION

Notwithstanding anything to the contrary contained in this Agreement, Industry Insight shall be entitled to cede, transfer or make over all or any parts of its rights, title interest, duties or obligations in terms of this agreement to any such party as Industry Insight may wish or in its sole discretion see fit. Industry Insight shall not be required to give any prior notification to the Client of any such cession, transfer or making over. Notwithstanding the provisions of this agreement and pursuant to such cession, the Client may, within 60 (Sixty) days of such cession, give one (1) months written notice to the cedant of its intention to terminate this agreement, failing which this agreement will continue in full force and effect for the remainder of the contract term. It being agreed further and in pursuance to any such cession, transfer or making over, this Agreement shall be of full force and effect between the Client and such third party to the extent of such cession, transfer or making over and shall simultaneously to that same extent, but only to that extent, cease to be of any validity or force and effect between Industry Insight and the Client.