

Limitation of Liability and Terms and Conditions

“Khokhela” means the company Khokhela Consulting, its shareholders, directors, employees and agents.

“Clients” means the client of Khokhela to whom a proposal is made in terms of the attached documentation.

All proposals are valid for 90 days from the date of issue, unless otherwise indicated.

The client agrees to keep confidential the contents of, and methodologies contained within, any Khokhela Word documentation, Excel models and PowerPoint presentations and or any other work undertaken for the client including the proposal(s) and no such information will be revealed to any third parties.

Khokhela will retain any and all intellectual property rights in and to all materials, methodologies, know-how, trade secrets, software and tools, provided to the client or utilised by Khokhela in the provision of the services and the fulfilment of the Assignment and the client agrees to ensure that these are not revealed or disclosed to any third parties.

The maximum liability of Khokhela for all claims of client arising out of damages suffered by it or any third party in connection with the Assignment due to any act or omission of Khokhela, whether negligent or not and whether arising under contract, delict, statute or otherwise, shall be limited to the total fee charged for any services provided in connection with the Assignment. The liability contemplated herein shall be a maximum aggregate liability for all claims from whatsoever source.

Khokhela will not be liable to the client or any cessionary or third party claiming through or on behalf of the client from any cause of action whatsoever, whether under this contract, delict, statute or otherwise for any indirect or consequential loss or damages whatsoever, to the extent that any such loss or damage is attributable to fault, negligence or lack of care on the part of the client, such cessionary or any third party.

Any claims, however arising, must be commenced formally by service of court summons or process initiating arbitration proceedings within one year after the party bringing the claim becomes aware (or ought to reasonably to have become aware) of the facts which allegedly give rise to the claim, no later than two years after any alleged breach of contract, negligence, delict or other cause of action. This expressly overrides any statutory provision or common law rule that would otherwise apply.

Neither party shall be liable for any failure to fulfil its obligations under this agreement if and to the extent such failure is caused by any circumstances beyond its reasonable control, including but not limited to flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions or acts of God. Should either party be unable to fulfil a material part of its obligations under this agreement for a period in excess of 60 (sixty) days due to circumstances beyond its reasonable control, as recorded in this clause, the other party may at its sole discretion cancel this agreement forthwith.