

**DESIGN GLOBE TRADING (PTY) LTD, TRADING AS BLAKE MATTHEW DESIGN
(BMD)**

TERMS OF BUSINESS

1. Introduction

- 1.1. *BMD* is a full turn-key interior design and interior decorating company, providing project management and consultancy to both residential and corporate markets.
- 1.2. The *Client* (as detailed on the *Design Proposal/Design Quote/invoice*) wishes to utilise the services of *BMD* as further detailed in the *Design Proposal* and *Project Quote*.

2. Definitions and interpretation

- 2.1. The following words shall mean:
 - 2.1.1. “*Agreement*” means this document and any annexure attached hereto.
 - 2.1.2. “*Completion Date*” means the date upon which *BMD* has finalised the *Project Installation*.
 - 2.1.3. “*Day*” means any day other than a Saturday, Sunday or public holiday and when any particular number of days is prescribed for the doing of any act, the number of days must be calculated by excluding the first day and including the last day;
 - 2.1.4. “*Design Fee*” means the money payable to *BMD* by the *Client* for the creation of the *Design Proposal*.
 - 2.1.5. “*Design Proposal*” means a proposal provided to the *Client* by *BMD* in a form deemed suitable by *BMD* providing a written or visual representation of the services and products to be provided and any other information deemed relevant by *BMD*;
 - 2.1.6. “*Design Quote*” means the quotation presented to the *Client* detailing the *Design Fee* payable for the *Design Proposal* and any other information deemed necessary by *BMD*;

- 2.1.7. “*Products*” means any movable object forming part of the *Project* whether sold by *BMD* directly or procured from any third party including *Third Party Providers*.
- 2.1.8. “*Project*” means the professional services and/or products procured by the *Client* from *BMD* and as further detailed in the *Design Proposal* and *Project Quote*.
- 2.1.9. “*Project Installation*” means the physical attendance by *BMD* and *Third-Party Providers* in executing the *Project* at the *Project Location*.
- 2.1.10. “*Project Installation Date*” means the day upon which *Project Installation* will commence.
- 2.1.11. “*Project Location*” means the address provided by the *Client* as being the location at which the *Project Installation* will commence.
- 2.1.12. “*Project Quote*” means a quotation issued by *BMD* providing the cost for the implementation of the *Design Proposal* which includes but is not limited to services, furniture, fabrics, fixtures and fittings.
- 2.1.13. “*Third Party Providers*” means any third-party service provider utilised by *BMD* to perform any part of the *Project*, *Design Proposal* and/or *Project Quote*, including, but not limited to third party service providers utilised by such Third-Party Provider.
- 2.2. In this Agreement:
- 2.2.1. a reference to this Agreement includes its schedules, appendices and annexes, if any;
- 2.2.2. a reference to a ‘party’ includes that party’s personal representatives, successors and permitted assigns;
- 2.2.3. a reference to a ‘person’ includes a natural person, corporate or unincorporated body, in each case whether or not having separate legal personality, and that person’s personal representatives, successors and permitted assigns;
- 2.2.4. a reference to a gender includes each other gender;
- 2.2.5. words in the singular include the plural and vice versa;

- 2.2.6. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 2.2.7. the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement; and
- 2.2.8. a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time, except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under this Agreement.

3. Design Quotation

- 3.1. *BMD* will provide the *Client* with a *Design Quote* informed by the initial communication between the parties which will detail the *Design Fee*, expected results and any other relevant information.
- 3.2. The *Design Quote* is valid for 15 (fifteen) days from date of dispatch to the *Client*, irrespective of date of receipt of the *Design Quote* by the *Client*.
- 3.3. *BMD* utilises the services and products of *Third-Party Providers* and thus any element of the *Design Fee* is subject to change prior to or after acceptance of the *Design Quote* by the *Client*.
- 3.4. The *Design Fee* must be paid into the designated bank account of *BMD* as presented on the *Design Quote*.
 - 3.4.1. *BMD* will communicate any changes to its designated bank account in writing and confirmed by telephone through its authorised representative only.
 - 3.4.2. Any payment made into an incorrect bank account will not absolve the *Client* from payment and *BMD* accepts no responsibility for losses incurred as a result of an incorrect payment.

4. Design Proposal

- 4.1. Upon payment of the *Design Fee*, *BMD* will schedule the commencement of the design services detailed in the *Design Quote* in accordance with its

availability and will provide the *Client* with a timeline within which the *Design Proposal* will be completed.

- 4.2. In creating the *Design Proposal*, and subject to any further terms provided by the *Design Quote*, the *Design Fee* may include such number of site meetings deemed necessary by *BMD* to produce the *Design Proposal*.
 - 4.2.1. Travel and accommodation necessitated by the site visits will be for the *Client's* account and billed for accordingly.
 - 4.2.2. Local site visits will be billed per hour at a minimum of R500 per hour, per attendee at a minimum attendance of one hour and thereafter in increments of 30 (thirty) minutes. Should the visits require traveling of further than 30km from *BMD's* offices round trip, the AA Rate for travel will apply. Site visits and other hourly charges will be invoiced on a monthly basis to the *Client*, payable within 5 days from invoice date. *BMD* reserves the right to pause work on the *Design Proposal* or *Project* if any invoice remain outstanding. Once payment has been received, work will recommence, subject to the availability of *BMD*. Site visits that require extensive travel, locally or internationally, will be quoted at daily rate, for every day required on site, and also for travel days or hours at a reduced rate. All accommodation, travel, visas (if necessary), meals and all other related costs within reason, will be for the *Clients* account. These can be arranged to an executive standard, or if need be, arranged by *BMD* and paid in full by the *Client* before the travel dates.
- 4.3. Once completed, the *Design Proposal* will be presented to the *Client* and all relevant information and input must be communicated to *BMD* at that stage.
- 4.4. Subject to the terms of the *Design Quote*, the *Design Fee* may include 2 (two) revisions of the *Design Proposal*.
 - 4.4.1. A revision requested by the *Client* must be within the general scope of the initial brief communicated at inception and as further presented in the *Design Quote*.
 - 4.4.2. Revisions that fall outside the scope of the initial brief will be subject to further payment by the *Client*. *BMD* will provide the *Client* with a further *Design Quote* to action the requested revisions or *BMD* may perform the revision and invoice the *Client*. The latter is subject to the written election of the *Client*
 - 4.4.3. If the further *Design Quote* is accepted and paid for, *BMD* will schedule work on the *Design Proposal* and inform the *Client* of a revised timeline.

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- 4.4.4. *Design Fee/s* (initial or subsequent) are non-refundable where *BMD* has commenced with any work on the preparation of the *Design Proposal*.
- 4.5. The second revision will be the final *Design Proposal* incorporating all *Client* changes. In the event that the *Client* requires further revisions not provided for by the initial *Design Quote*, *BMD* will provide the *Client* with a further *Design Quote* to action the requested revisions or *BMD* may perform the revision and invoice the *Client* - the latter is subject to the written election of the *Client*.
- 4.6. The *Design Proposal* will be considered finalised and accepted once the *Client* provides its written approval thereof.

5. Project Quote and payment

- 5.1. Within a reasonable period after *Design Proposal* sign off, *BMD* will commence with the preparation of a *Project Quote*.
- 5.2. *BMD* undertakes to provide a *Project Quote* within 30 (thirty) days from date of commencement of preparation of the *Project Quote*.
- 5.3. The preparation of the *Project Quote* involves numerous parties including *Third Party Providers* and the abovementioned period for delivery of the *Project Quote* is at all times subject to change.
- 5.4. In the event that the *Project Quote* will not be issued in the abovementioned timeframe, *BMD* will inform the *Client* in writing and provide an estimation of further time required.
- 5.5. Once completed, the *Project Quote* will be presented to the *Client* for approval and payment as detailed herein below.
- 5.6. *BMD* reserves the right to amend the *Project Quote* at any time where circumstances outside of the control of *BMD* necessitates such an amendment.
- 5.7. **Payment:**
- 5.7.1. The *Project Quote* is valid for 10 days from date of dispatch to the *Client*. In some uncommon situations, prices from third party suppliers may change without prior notice. In the event that a price increase has taken place, this will be communicated and pricing amended to reflect same.

5.7.2. The *Project Quote* is payable as follows:

5.7.2.1. 85%, deposit (the *First Payment*).

5.7.2.2. 10%, 2 (two) days before the commencement of *Project Installation* (the *Second Payment*).

5.7.2.3. 5%, within 3 (three) days of handover to Client (the *Final Payment*).

5.7.3. Within the sole and absolute discretion of *BMD*, the abovementioned payment arrangement is subject to change in the event that a specific project requires a different payment arrangement.

5.7.4. A payment arrangement different to the one stipulated in clause 5.7.2 above will be communicated to the *Client* and any provision herein below referring to the *First, Second and Final Payment* will be considered amended accordingly.

5.8. All *Products* presented on the *Project Quote* remain the property of *BMD* until every amount due have been paid in full.

5.8.1. If any amount remains outstanding, *BMD* reserves the right to remove *Products* in the design to the equivalent value of the amount outstanding or withhold *Products* or services. *Products* removed or withheld can be collected from *BMD's* premises or storage facility once full payment of the outstanding balance has been received. If *Products* had to be uninstalled for the purpose of removing them from the *Project Location*, the *Client* will be liable for all costs associated with the reinstallation of the *Products* so withheld and/or removed.

5.8.2. Risk in and to items shall pass to the *Client* on the day the *Client* receives delivery of the *Products*. If upon the instruction of the *Client*, the *Products* are delivered to a location other than the *Project Location*, risk will pass to the *Client* upon such delivery

6. Project Installation

6.1. Upon receipt of the *First Payment*, *BMD* will, within a reasonable time, commence with preparation and/or manufacturing and/or procurement, and where relevant, instruct *Third-Party Providers* to commence with preparation

and/or manufacturing and/or procurement of the necessary as detailed in the *Project Quote*.

- 6.2. Although *BMD* will use all reasonable efforts to ensure the timeous preparation and/or manufacturing and/or procurement of the necessary as detailed in the *Project Quote*, circumstances outside *BMD*'s control might cause a delay in *Project* commencement or continuation. The *Client* will be notified of any such delay and will be provided with a revised timeline.
- 6.3. *BMD* will inform the *Client* in writing of the date upon which *Project Installation* will commence. The *Client* will ensure that payment of the amount referred to in clause 5.7.2.2 is made on or before the date specified by *BMD* in writing, but no later than 2 (two) days prior to the commencement of the *Project Installation*.
- 6.4. In the event that the payment contemplated in clause 5.7.2.2 remain outstanding on the due date, *BMD* reserves the right to not commence with *Project Installation* until the payment due is settled.
- 6.5. Where a delay causes any form of loss to a *Client*, and that delay is occasioned by an act or omission of the *Client*, then *BMD* will not be held liable for such loss, whether direct or indirect. Any costs associated with the rectification of the loss occasioned by the *Client*'s act or omission, will be for the account of the *Client*.
- 6.6. In the event of unforeseen issues that can only be uncovered once work or construction has commenced, i.e. uncovering of flooring, walls, ceilings, electrical, plumbing or any other movable or immovable part of the project, then any additional costs pertaining to these unforeseen issues and the rectification of these, will be brought to the *Client*'s attention, and the costs thereof communicated, and will be for the *Client*'s account.
- 6.7. *Whilst all possible precaution, professionalism and good practice will be adhered to*, *BMD* will not be held liable for damage or loss, whether direct or indirect, caused to existing *Project Location* fittings or contents (whether movable or immovable) during *Project Installation*. In the event of such damage or loss, *BMD* will upon request of the *Client* suggest third party service providers to rectify the issues or *BMD* may present a quote to fix these items if possible, and within the scope of *BMD*'s expertise.
- 6.8. *BMD* prides itself on being problem solvers of unexpected circumstances or delays in fit outs or communicated lead times and will always endeavour to

provide a solution to unexpected events. In the unlikely event of a situation being beyond the control of *BMD*, *BMD* will not be held liable for any consequences or expenses emanating from the unexpected circumstance. Under these circumstances, *BMD* will still do their utmost to have the issues rectified or achieve the agreed upon outcome.

- 6.9. As a professional interior design firm, *BMD*'s designs will always have interior items custom made or sourced from various suppliers to create the most incredible, unique and luxurious interiors. *BMD* can therefore not, due to the potential of reputational risk to *BMD*, provide designs based on a single retail supplier's stock or catalogue, eg using only furniture from a single store for the entire project fit out. *BMD* will also not, handle, fit out, provide logistics or anything pertaining to items that were not purchased through *BMD*, unless a fee for this has been specially quoted and paid.

7. Third Party Providers

- 7.1. *BMD* makes use of trusted *Third-Party Providers* to execute the *Project Installation*. *BMD* will apply reasonable effort to address any issues arising from the manufacture and installation of *Products* bought from and installed by *Third Party Providers*.
- 7.2. *BMD* will exercise reasonable control and supervision over *Third Party Providers*.
- 7.3. *BMD* will not be held responsible for any delays or damages caused by *Third Party Providers*.
- 7.4. Where the *Client* elects to use their own service provider for any aspect of the *Project* that are not appointed by *BMD*, they are free to do so. *BMD* will not be held liable for any damages caused by the *Client's* contractor during the *Project Installation*, or at any other time. If required, *BMD* can provide a quotation for the replacement or repair of the damages contemplated in this clause.
- 7.5. *Third Party Provider* Warrantees and Guarantees:
- 7.5.1.1. All *Third-Party Provider* services or products will at all times be subject to the warrantees and/or guarantees offered by the *Third-Party Provider*.
- 7.5.1.2. The *Third-Party Provider* warrantees and guarantees are available to the *Client*. The *Client* must within a reasonable period inform *BMD* of any defects in the products or services provided. *BMD* will

within reasonable bounds, assist the *Client* with any warrantee or guarantee claims the *Client* might have against the *Third-Party Provider*.

- 7.5.1.3. *BMD* does not provide any warrantee and/or guarantee in excess of what is offered by the *Third-Party Provider* nor does *BMD* provide additional support for third-party services or products.
- 7.5.1.4. The *Client* may request the warrantee and guarantee specification of a *Third-Party Provider*.

8. Handover

- 8.1. On the *Completion Date* or within a reasonable time thereafter, the *Project* will be handed over to the *Client* in person by a *BMD* representative or by any other means of communication.
- 8.2. The *Final Payment* referred to in clause 5.7.2.3 will be due and payable within 3 (three) days of the *Completion Date*.
- 8.3. Where the *Client* is of the view that the *Project Installation* is not in accordance with the *Design Proposal* and/or *Project Quote*, the *Client* must communicate any such non-conformance in writing to *BMD* within 10 (ten) days of the *Completion Date*.

9. Limited Warrantee

- 9.1. *BMD* warrants that *BMD Products* (excluding *Third Party Provider Products*) are free from defects in workmanship and materials, under normal use and conditions (the *Warranty*).
- 9.2. The *Warranty* shall not extend to *BMD Products* being defective due to:
 - 9.2.1. Any adverse condition in the *Product* resulting from normal wear and tear or any use for which the *Product* was not intended.
 - 9.2.2. Abnormal operating conditions.
 - 9.2.3. Any condition in the *Product* resulting from incorrect or inadequate maintenance or care.
 - 9.2.4. Negligence, misuse or malicious damage to the *Product*.

- 9.2.5. Damage to the *Product* incurred during transportation.
- 9.3. *BMD* makes no express warranty or condition that is not stated in the *Warranty*, and it is agreed that *BMD* does not provide any implied warranties or conditions, including any implied warranties of merchantability and fitness for a particular purpose, subject at all times to the applicable laws of South Africa.
- 9.4. **Guarantee**
- 9.4.1. Each *BMD Product* will come with a guarantee period specifically detailed to the *Client* in the relevant document or as detailed on *BMD's* website.
- 9.4.2. *BMD* may at its sole and absolute discretion during the guarantee period repair any defects in material or workmanship or furnish a new, repaired or refurbished product of equal value in exchange, without charge, except for a fee for shipping, handling, packing, return postage, and insurance which will be for the account of the *Client*.
- 9.4.3. Such repair or replacement is subject to verification of the defect or malfunction by *BMD*.
- 9.4.4. The guarantee will not be available to the *Client* where the defect or malfunction is because of the items listed in clause 9.2 above.
- 9.5. *BMD* reserves the right to:
- 9.5.1. specify that *Products* be returned to *BMD's* premises for inspection or be inspected by a representative of *BMD* at the *Project Location*;
- 9.5.2. require pictures or videos of the defective *Product*;
- 9.6. If the claim is accepted by *BMD*, the defective *Product* may be repaired, replaced with the same or a similar product of equal value or a credit will be issued - such an election will be solely within the discretion of *BMD*.
- 9.7. Where a guarantee claim is not accepted by *BMD*, then *BMD* will provide the *Client* with a quotation to repair or replace the *Product* in question.
- 9.8. **Limitation of liability and Indemnity**
- 9.8.1. *BMD's* liability towards the *Client*, whether such liability emanates directly or indirectly from the *Products* (both *BMD* and *Third Party Provider Products*) or services rendered (both *BMD* and *Third Party Provider*

services), any consequences arising from a defective *Product* or service (both *BMD* and *Third Party Provider Products*), or the use of any *Product* sold (both *BMD* and *Third Party Provider Products*) shall not exceed the value of the *Products* and services rendered as detailed in the *Project Quote* and *BMD* will not be liable to the *Client* or any other person directly or indirectly associated with the *Client* for any special and/or consequential loss or damages, including but not limited to loss of profits or loss of business.

- 9.8.2. The *Client* will indemnify and defend *BMD*, its subsidiaries and affiliates, and their respective directors, managers, officers, agents and employees and hold them harmless against any claim, damage, liability, cost, and other loss of any kind for personal injury, loss or damage (direct, indirect, special or consequential), including legal fees, caused by the direct or indirect use of a service of *BMD Products* by any third party, directly or indirectly introduced to the service or *BMD Product*, by the *Client*, its subsidiaries and affiliates, and their respective directors, managers, officers, agents and employees (including without limitation in connection with shipping, installation, testing, repair, maintenance or use). This indemnity will survive the termination of this Agreement.

10. Breach

- 10.1. In the event that a *party* to this *Agreement* breaches any provision of this *Agreement* (the *defaulting party*), then the other *party* (the *aggrieved party*) may:
- 10.1.1. Inform the *defaulting party* in writing of the breach complained of, providing full particulars of the breach and request the *defaulting party* to remedy the breach within 5 (five) days of notification.
- 10.1.2. Should the *defaulting party* fail and or refuse to remedy the breach, then the *aggrieved party* may, without prejudice to its other rights and remedies provided by applicable law, terminate the agreement.
- 10.2. Where a *party* is in persistent or material breach of any of its obligations under this *Agreement*, then the *aggrieved party* may without prejudice to its other rights and remedies provided by applicable law, terminate the agreement without further notice.

11. Termination

- 11.1. The *Client* agrees and acknowledges that in the event of;

- 11.1.1. The *Client* failing to pay any amount due and payable on due date;
- 11.1.2. The *Client* being placed under an order of provisional or final winding up, provisional or final sequestration, provisional or final judicial management, the launching of business rescue proceedings or the passing of a resolution to commence business rescue proceedings, as the case may be;

Then *BMD* shall, without detracting from any other remedies which may be available to it, be entitled to, without notice, summarily terminate this *Agreement* and to repossess those goods delivered and not yet paid for, or to claim specific performance of all the *Client's* obligations whether or not such obligations would otherwise then have fallen due for performance, in any event, without prejudice to *BMD's* right to claim damages

- 11.2. The *Client* will always afford *BMD* behaviour that is respectful, fair and reasonable, as will at all times be afforded to the client by *BMD* and its representatives. Should *BMD* consider the *Client's* behaviour to be continuously disrespectful or abusive, then *BMD* will be entitled to summarily terminate this *Agreement* without notice. All *Products* that have been paid for at date of termination will be made available to the *Client* for collection, subject to the original lead times. Amounts paid for installations that has not been started will be refunded to the *Client*, subject to the deduction of an administrative fee of 30% of the *Project Quote*, which will be set out and communicated at the time of termination.
- 11.3. If *BMD* is of the view that the parties are not a good fit, whether it be from a project perspective, unnecessary conflict, a personality and energy perspective, or any other reason that might arise, then *BMD* will be entitled to summarily terminate this *Agreement* without notice. In the event that payment has been made as at date of termination, and no work has commenced, nor time spent on the *Project*, a refund will be given to the *Client*, less any hourly fees that have been spent on the *Project* or consulting with the *Client*. All *Products* that have been paid for at date of termination will be made available to the *Client* for collection, subject to the original lead times. Amounts paid for installations that has not been started will be refunded to the *Client*, subject to the deduction of an administrative fee, to be determined by *BMD*, which will be set out and communicated at the time of termination.

12. Applicable Law

- 12.1. This Agreement is governed by the laws of the Republic of South Africa.

- 12.2. Subject to clause 12.3 below, the parties' consent to the jurisdiction of the South Gauteng High Court to resolve any dispute arising from or in connection with this Agreement.
- 12.3. At the election of *BMD*, any dispute arising from or in connection with this *Agreement* shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the Arbitration Foundation of South Africa.

13. General

- 13.1. In the event that a *Client* deliverable - such as input, approvals or payments - is outstanding by more than 5 (five) days, the *Project* will be placed on hold. Once the *Client* deliverable is received, the *Project* will be rescheduled in accordance with *BMD's* availability.
- 13.2. Interior design is a premium service for the implementation of beautiful, well designed and imagined interiors and impeccable quality furnishings and fittings, made to last for years. This service should not be considered as an option if there are very limited budgets available for the desired outcome of a project. *BMD's* services are only suitable for projects with realistic budgets for the level of the desired outcome.
- 13.3. *BMD* can only operate fully to the advantage of the *Client* in an environment where the business is remunerated for their efforts and work. Under no circumstances will *BMD* be required or requested to do work, perform any task, provide any *Product* or service without payment. *BMD* will not procure any product or service without a procurement fee, or a trade discount benefit. In the instance that *BMD* is not able to get trade discounts on items or services, *BMD* will at their discretion add a percentage mark up on these items, within industry standards, ranging between 10-30% depending on the logistics and work required in the sourcing. If a client wishes to purchase items from a design directly from a supplier, a fee of 10-20% on the purchase price will be levied for our services which include but is not limited to arranging logistics and placing items in the final project, as if procured and purchased by *BMD*. In the event of a client not paying the fees mentioned in this clause, the items in question will not be handled by *BMD* in any way and not considered in the final design installation.
- 13.4. Any monies not quoted for, or invoiced, is not to be deposited into the bank account of *BMD*. Under no circumstances will *BMD* be made to perform any service from an unsolicited deposit by the *Client* to skip the timelines or project queues. Under no circumstances will any work on a project commence without a quotation signed off by the *Client* and the necessary

deposits paid. No work will commence or be planned without a signed off quotation, even if funds have been deposited into *BMD*'s bank account. Unsolicited bank deposits into the *BMD* account will be kept in an interest-bearing account, the interest accruing for the benefit of *BMD*, until the quotation process has been completed and the quotation signed off by the *Client*. If additional deposit amounts are required, no work will commence until the full deposit is received. *BMD* will not be liable for the loss of any amounts paid into its bank account under the circumstances contemplated in this clause.

- 13.5. Interior design is an exciting journey that takes a lot of time, creative energy and attention to detail in order for a project to be implemented successfully without costly mistakes further down the construction and installation. The planning stage is the most important part of a project, and patience with the entire process is encouraged and appreciated. Rushing any aspect of a project almost always has a negative impact on the final outcome. A realistic timeline for all parts of the project will be communicated. Under no circumstances, unless agreed to by *BMD* in writing, will the communicated and agreed timelines of any part of the project be amended for any reason that has come up after the timelines have been agreed, whether it be personal commitments or any other reason why the project needs to be completed before the agreed time period.
- 13.6. In the unlikely event that the *Client* is dissatisfied with any aspect of the *Project*, the *Client* must first contact one of the directors of *BMD*. The director/s will investigate the concern or complaint to see how it can be rectified and the steps to be taken to alleviate any concerns or complaints that the *Client* might have. The directors of *BMD* must be given an opportunity to address any situation before the *Client* can seek alternative options or recourse. Save for those instances allowing *BMD* the option of immediate termination, the process described in this clause will also be applicable to *BMD*.
- 13.7. This *Agreement* constitutes the entire agreement between the *parties* and substitutes any previous agreements that may have been entered into between the parties and any such previous agreement/s shall have no further legal effect.
- 13.8. No variation, modification, addition to, deletion from or consensual termination of any provision of this Agreement or consent to any departure therefrom shall in any way be of any force or effect unless confirmed in writing and signed by the Parties and then such variation, modification, addition to, deletion from, termination or consent shall be effective only in the specific instance and for the purpose and to the extent for which it was made or given.

- 13.9. No relaxation or indulgence granted to the *Client* by *BMD* or a *Third Party Service Provider* shall be deemed to be a waiver of any of *BMD*'s rights, and such relaxation or indulgence shall not be deemed a novation of any of the terms and conditions set out herein.
- 13.10. Each paragraph, clause, term and provision of this agreement shall be considered severable and if, for any reason, any part of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final judgement issued by a court, it shall not impair the operation of, or have any effect upon such other portions of this Agreement as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and continue to bind the parties hereto.

14. Domicilium and notices

- 14.1. Any notice or other communication given by a party under this Agreement shall:
- 14.1.1. Be in writing and in English;
 - 14.1.2. Be signed by, or on behalf of, the party giving it, except for notices sent by email; and
- 14.2. Notices may be given, and are deemed received:
- 14.2.1.1. By hand: on receipt of a signature at the time of delivery;
 - 14.2.1.2. By email: on receipt of an email from the recipient acknowledging receipt.
- 14.3. Notices and other communication shall be sent to the email address or address as provided by each party in written correspondence, from time to time.