



BEE VERIFICATION AGENCY CC

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BEEVER NATIONWIDE

Standard Terms and Conditions – R01-07

Between

NAME OF MEASURED ENTERPRISE : _____

REGISTRATION NUMBER OF MEASURED ENTERPRISE : _____

ADDRESS : _____

(HEREINAFTER REFERRED TO AS “THE CLIENT”)

AND

NAME OF VERIFICATION AGENCY : **BEE VERIFICATION AGENCY CC**

ADDRESS : 8 Park Street, Durbanville 7550

REGISTRATION NR OF VERIFICATION AGENCY : 2008/062532/23

(HEREINAFTER REFERRED TO AS “THE VERIFICATION AGENCY”)

1. OBLIGATIONS AND RIGHTS OF THE CLIENT

The client undertakes and/or agrees to the following:

- It requested BEE VERIFICATION AGENCY CC to perform a Black Economic Empowerment verification audit to certify the BEE status of the client organisation.
- This agreement cancels and supersedes all prior negotiations and agreements entered into between the Parties relating to the matters set forth herein.
- The following fees - which include VAT - will be paid into the following bank account in full before the BEE verification audit will be undertaken:

Fee: R _____

Account name: BEE VERIFICATION AGENCY CC
Bank: First National Bank
Account number: 62113741731
Bank code: 250655

- **Proof of payment will be submitted to BEE VERIFICATION AGENCY CC by: fax: (021) 979-4096 or electronically to info@bee-verification.com**

The client shall promptly provide the Verification Agency with access to all relevant information and interviews with staff of the organisation which the Verification Agency may request at any

stage during its conduct of the verification. (BEE points will only be awarded on the basis of appropriate and relevant evidence.)

The analyst will visit the client for a maximum of 3 interventions, namely:

- To explain the evidence checklist and methodology
- To collect the evidence
- To conduct the on-site verification.

If the client does not submit all the evidence required and requests the analyst to visit the client outside the parameters of the above mentioned 3 planned contacts, then BEE Verification Agency CC retains the right to invoice the client at a rate of R800 plus VAT per hour. This intervention is introduced to ensure the co-operation of the client in order to have cost effective and on time BEE verification.

The client hereby warrants that any and all information supplied to the Verification Agency in terms of this Agreement, whether by the client or by any person, who represents the client enterprise, or by any person whom the Verification Agency may reasonably believe to represent the client enterprise, is factually accurate and that the Verification Agency may rely on same for the purposes of conducting the Verification audit in terms of this Agreement.

The client or any third party has the right to appeal to the Managing Director of BEE VERIFICATION AGENCY CC or to the Department of Trade and Industry (DTI) if the final BEE verification decision is questioned by the client.

2. OBLIGATIONS AND RIGHTS OF THE VERIFICATION AGENCY

The Verification Agency undertakes and/or agrees to the following:

- 2.1 Subject to payment referred above, the Verification Agency shall conduct a BEE Verification of the client organisation within a time period mutually agreed to between the Parties in writing which time period shall afford the Verification Agency sufficient time within which to conduct such evaluation, and which time period shall afford the client sufficient time to prepare the evidence for such a BEE verification audit.
- 2.2 Upon completion of the BEE verification audit the Verification Agency shall issue the client with a BEE report and BEE verification certificate according to the prescriptions of SANAS and the DTI.
- 2.3 The Verification Agency shall, in its provision of the BEE Verification, comply with any policy documents and/or Codes of Good Practice which may be issued by the DTI from time to time.
- 2.4 The Verification Agency reserves the right to outsource the on-site verification sub-process to accredited verification specialists, contracted by BEE Verification Agency, but will obtain the consent of the measured entity being evaluated to use a given outsourced body.
- 2.5 According to SANAS R47:
“Verification Agencies may carry out the following duties without them being considered as consultancies or necessarily creating a conflict of interests:
 - a. verification, including information meetings, planning meetings, examination of documents and follow-up of non-conformities
 - b. arranging training and participating as a trainer – this is not considered to be consultancy
 - c. work provided that, where training relates to the BEE process, it shall be confined to providing generic information and advice that is freely available in the public domain, i.e. the trainer should not provide specific solutions; giving guidelines to the measured entity as to what they need to comply with is not considered consultancy
 - d. making available or publishing on request information on the basis of the Verification Agency’s interpretation of the requirements of the Verification Standard
 - e. activities prior to verification aimed solely at determining readiness for verification; however, such activities should not result in the provision of recommendations or advice that would contravene the above examples of consultancy and the”

Verification Agency should be able to confirm that such activities do not contravene these provisions and that they are not used to justify a reduction in the eventual duration of the verification process

- f. adding value during verification visits, e.g. by identifying opportunities for improvement, as they become evident during the verification, without recommending specific solutions.”

Examples of adding value is: Identifying areas where the client can generate additional points e.g. to claim opportunity cost for learners on learnerships or Category B, C, and D learning programmes explaining rules that the client does not know off or do not understand.

- 2.6 Where a Measured Entity delays the process of submitting evidence, BEE Verification Agency CC retain the right to close the file after a period of 120 days from the first visit of the analyst to the Measured Entity and issue a certificate based on the evidence received to date.

3. RESERVATION OF OWNERSHIP

- 3.1 The Verification Agency shall remain owner at all times of all copyright, design, trade mark and any other intellectual property rights, whether registered, pending registration or unregistered, which may attach to the Logo or anything else produced by the Verification Agency (such as the BEE report, BEE software and BEE certificate) during the provision of the evaluation(s).
- 3.2 The Verification Agency shall at all times remain owner of all working documents and BEE used in the provision of the evaluation(s).
- 3.3 The Verification Agency retains the right to revoke the issued BEE certificate if the client uses it in a misleading manner.

4. CONFIDENTIALITY, IMPARTIALITY AND OBJECTIVITY

- 4.1 During the provision of the verification audit by the Verification Agency to the client, the Verification Agency may acquire knowledge, related to the verification audit, of confidential information which is not in the public domain and not readily available to a competitor of the client.

The Verification Agency undertakes to and in favour of the client that it shall:

- 4.1.1 maintain and uphold the confidentiality and good faith in relation to the confidential information;
- 4.1.2 not divulge, publish or disclose any of the confidential information to any person, firm, company, corporation, trust or other entity whatsoever ('third party');
- 4.1.3 not at any time use any of the confidential information or any part or extract thereof for its own benefit or for the benefit of any third party; and
- 4.2 The undertakings given by the Verification Agency herein shall not preclude it from disclosing the confidential information: to the extent that it may be obliged to do so in law, including, without limitation, any disclosure to the DTI or to SANAS for purposes of auditing the compliance of the Verification Agency; in so far as such disclosure is necessary for the purpose of the provision of the verification audit, to its officers, employees and professional advisers.
- 4.3 Apart from confidentiality the Verification Analyst also guarantees impartiality and objectivity in conducting BEE Verification.

5. EXCLUSION AND LIMITATION OF LIABILITY

- 5.1 The Measured Enterprise hereby indemnifies and holds harmless the Verification Agency against all and any liability (whether in contract, delict or otherwise) which may arise as a result of:
 - 5.1.1 any loss or damage suffered by the client pertaining to the verification decision provided by the Verification Agency in terms of this Agreement;

- 5.1.2 the factual inaccuracy of any information supplied by the client or by any person who represents the Measured Enterprise or by any person whom the Verification Agency may reasonably believe to represent the Measured Enterprise;
 - 5.1.3 any act performed by the Verification Agency or any representative thereof which is in accordance with the BEE Codes of Good Practice and which act may diverge from the provisions of this Agreement;
 - 5.1.4 any breach of this Agreement by the client including, without limitation, the provision of inaccurate factual information by the client to the Verification Agency;
- 5.2 Notwithstanding anything to the contrary contained in this Agreement, the liability of the Verification Agency (or any director or employee thereof as the case may be) in respect of any claim (whether in contract, delict or otherwise) arising out of this Agreement, shall be limited to the fees payable in accordance with the tariffs, and shall not include any liability for any indirect or consequential loss or damages (including loss of profits) incurred by the Measured Enterprise or any other person.

6. BREACH

- 6.1 If either of the Parties commits a breach of this Agreement (“the defaulting party”), and/or fails to comply with any of the provisions hereof, then the other Party against whom the breach is committed (“the innocent party”) shall be entitled to give the defaulting party 14 (fourteen) days notice in writing to remedy such breach and/or failure. If the defaulting party fails to comply with such notice, then the innocent party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which the innocent party may have in law, including the right to claim damages:
- 6.1.1 to cancel this Agreement;
 - 6.1.2 to claim immediate performance and/or payment of all the obligations of the defaulting party in terms hereof.

7. GOVERNING LAW AND CONSENT TO JURISDICTION

- 7.1 This Agreement shall be governed in accordance with the laws of the Republic of South Africa. The Parties consent to the jurisdiction of the Magistrates Court, notwithstanding that the claim by either Party may exceed the normal monetary jurisdiction of the Magistrates Court. Notwithstanding the foregoing consent, either Party may institute proceedings in any other court of competent jurisdiction at its own discretion.

8. NOTICES AND DOMICILIA

- 8.1 Each of the Parties chooses domicilium citandi et executandi (“domicilium”) for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement at their respective addresses set forth on the first page of this Agreement.

Signed at _____ (address) on _____ (date)

As witnesses:	For Verified Entity – The Client
1.	
2.	who warrants that he/she is duly authorised thereto

Signed at _____ (address) on _____ (date)

As witnesses:	For BEE VERIFICATION AGENCY CC
1.	
2.	who warrants that he/she is duly authorised thereto