



## AGREEMENT FOR PROMOTIONAL PLACINGS 2022/23

### JBCC PROFESSIONAL SERVICES AGREEMENT DOCUMENTS

*Contracts On-Demand (Pty) Ltd. is an accredited Agent of JBCC VAT Registration Number 4140244973*

Tel: 010 015 0431

(All prices exclude VAT, Graphic Art layouts & processing.)

(JBCC Documents are available electronically through e-JBCC at [www.JBCC.co.za](http://www.JBCC.co.za))

| PROMOTION OPPORTUNITY DETAILS:   |                    |  |                                 |
|--|--------------------|--|---------------------------------|
| COMPANY NAME:  |                    | VAT NO .....                                   |                                 |
| POSTAL ADDRESS: .....  |                    |  |                                 |
| STREET ADDRESS: .....  |                    |  |                                 |
| PHONE: .....   |                    | FAX:.....e-MAIL:.....WEB.....                  |                                 |
| ORGANISATIONS PRIMARY BUSINESS:  |                    |  |                                 |
| CONTACT NAME:  |                    |  |                                 |
| ADVERTS WITH ACTIVE BANNER – Full Colour A4 Pages 210mm wide x 297mm high  |                    | Annual Rand                                    | Monthly Rand                    |
| JBCC Agreement Name:.....Code:.....  |                    | Position.....                                  | R..... R.....                   |
| JBCC Agreement Name:.....Code:.....  |                    | Position.....                                  | R..... R.....                   |
| ADDITIONAL OPPORTUNITIES   |                    | Annual Rand                                    | Monthly Rand                    |
| PROCSA Agreement Branding - Agreement Name.....  |                    | R .....  | R.....                          |
| ACTIVE BANNER ON JBCC Document Access Service Home Page  |                    | R.....   | R.....                          |
| TOTAL ORDER AMOUNT   | Annual Rand R..... | Discount if applicable. ....                   | Total Rand R.....               |
| Order Total: R.....  | VAT R.....         | Total R.....                                   |                                 |
| CONTRACT PERIOD  |                    |  |                                 |
| Period for this Agreement..... Months  |                    | Commencement Date : .....Termination Date..... |                                 |
| PAYMENT  |                    |  |                                 |
| Total amount to be paid electronically upon signing order into the following Bank Account or by monthly Debit Order as agreed: |                    |  |                                 |
| Bank:  | Branch:            | Branch No                                      | Account name: Account Number    |
| First National Bank  | Bedford Gardens    | 252255   | Contracts On-Demand 62305764252 |

**WE AGREE TO THE ABOVE SUBJECT TO THE CONDITIONS OVERLEAF, TO WHICH I / WE AGREE**

|   |                       |
|---|-----------------------|
| <b>WHO WARRANTS HE/SHE IS AUTHORISED TO SIGN THIS AGREEMENT ON BEHALF OF THE ADVERTISER / ADVERTISER COMPANY</b>            | Signed..... Date..... |
| <b>FOR CONTRACTS ON-DEMAND CC</b><br>189 Olympic Duel Avenue<br>Northlands business Park<br>Newmarket Rd. North Riding. JHB | Signed..... Date..... |



For further information please contact us on Tel: 010 015 0431 / Email: [thinus@e-cloud.co.za](mailto:thinus@e-cloud.co.za)





**PROCSA PROMOTION MONTHLY DEBIT ORDER FORM**

|   |   |
|---|---|
| COMPANY<br>BANK ACCOUNT NAME<br>BRANCH NUMBER<br>ACCOUNT NUMBER | BANK<br>BRANCH NAME                                   |
|   | <b>TOTAL MONTHLY DEBIT ORDER AMOUNT INCLUDING VAT</b> |
| <b>TOTAL PER MONTH INCL VAT</b>                                 | <b>R</b>  |

I/we hereby request, instruct and authorise you to draw against my/our account with the above mentioned bank (or any other bank or branch to which I/we may transfer my/our account ) the sum as reflected above, the amount necessary for payment of the annual subscription in respect of the above mentioned agreement on the second last day of each and every month commencing on the second last day of the month prior to the month that the subscription is due to start, as stated on the Order Form and continuing for at least 12 months. All such withdrawals from my/our bank account by you shall be treated as though they had been signed by me/us personally. It is understood that this amount may be increased / decreased by whatever amounts become due in terms of the Agreement. I/we understand that the withdrawals hereby authorised will be processed by computer through a system known as the ACB Magnetic Tape Service and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher. I/we agree to pay any bank charges relating to this debit order instruction. This authority may be cancelled by me/us by giving you thirty days notice (prior to expiry of the annual subscription) in writing, sent by prepaid registered post, but I/we understand that I/we shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force if such amounts were legally owing to you.  
 Receipt of this instruction by you shall be regarded as receipt hereof by my/our bank (whichever it is or will be).

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2013  
 for and on behalf of

\_\_\_\_\_

SIGNATURE AS USED FOR SIGNING CHEQUES

\_\_\_\_\_

ASSISTED BY \_\_\_\_\_

NAME.....

\_\_\_\_\_

CAPACITY \_\_\_\_\_

**AGREEMENT TO TAKE PLACINGS WITHIN THE JBCC PUBLICATIONS & SERVICES**  
**JBCC – Professional Consultants Services Agreement Committee**

**TERMS AND CONDITIONS**

**JBCC's Agent shall:-**

1. Receive the graphic art in electronic format from the company, to the specification requested
2. Provide the company with promotion where specified in the Publication(s) / pages, "Active Banners" etc. specified.
3. Provide the company's promotion for the period specified in this Order.
4. Display the company's promotion only when paid as specified.
5. Continue to feature the company's promotion for the duration of this agreement.
6. Publish the promotion, electronically as part of the JBCC Electronic Service (e-JBCC) on the Internet. (The User will have the option of printing the Document in full colour or in Black & White.)
7. Produce an invoice in electronic format and deliver this Invoice as an e-mail attachment within two days of this Order being signed.

**THE COMPANY (the promoter) shall:-**

8. Provide JBCC'S Agent with such information for display in JBCC Publications in the format as required.
9. Pay JBCC's Agent within 5 working days of receiving the Invoice in electronic form. This payment shall be for the full amount of the Order, or via Monthly Debit Order as specified and shall be made by the Company, electronically, directly into the Bank account specified on this order and on the Invoice.
10. Indemnify JBCC and its Agent and hold them harmless against any loss or damage suffered as a result of a claim that the company is infringing the copyright of a third party. This indemnity shall be subject to:
  - a. JBCC or it's Agent, promptly informing the company of any such claims;
  - b. JBCC or it's Agent, making no admission of liability regarding the alleged infringement nor settling or attempting to settle or otherwise compromise with the claimant without first receiving the company's prior written consent.
11. Ensure that the information provided for display in JBCC Publications and Services does not breach any law nor facilitate or encourage any party to breach the law.
12. Warrant that it is the owner of the copyright in the contents of the information provided or that it has the right to include the information in the JBCC Publications. The company hereby indemnifies JBCC and its Agent against any and all claims arising from the information provided by the company.
13. Acknowledge that Copyright in the contents of the information provided by the company shall at all times remain vested in the company. However, the rights to every form of copyright which may be applicable to the Publications and Services published by JBCC, shall vest in JBCC or its Agent.
14. Recognise JBCC's ownership of and title to the trade marks and trade names of its Publications. The company agrees not to contest the trade marks and trade names of JBCC nor to use or attempt to register a trade mark or trade name which is confusingly similar to the trade marks and trade names used by JBCC. The company shall not use promotional material bearing JBCC's trade-marks and trade names without prior agreement by JBCC, which agreement shall not be unreasonably withheld.

**15. GENERAL PROVISIONS**

- 15.1 Neither party shall disclose to any third party any confidential information gained as a result of this agreement, whether during the course of this agreement or thereafter.
- 15.2 This agreement will remain in force for the contract period specified.
- 15.3 The JBCC Agreements are available electronically through the e-JBCC Electronic Service and your advertisement will be exposed in them in the position(s) and for the period shown on the Order Form.
- 15.4 JBCC and its Agent will do its utmost to ensure that the promotion is featured within the Documents and Services, starting on the date stipulated, however the dates of publication may vary according to the actual publication dates of the documents.
- 15.5 Either party may, subject to all other rights it may have in law, terminate this Agreement with immediate effect, if the other party breaches any material term of this agreement
- 15.6 This Agreement constitutes the entire agreement between the parties, and any variation shall have no effect unless confirmed in writing by the parties.
- 15.7 The company may not cede or assign its rights and obligations under this Agreement.
- 15.8 If any provision of this Agreement is held to be invalid, the other provisions shall remain in force.
- 15.9 In no event shall either party be liable to the other for loss of profit or consequential damages.
- 15.10 This Agreement shall be governed by the laws of the Republic of South Africa.
- 15.10 The parties choose the addresses stated on this Agreement as the addresses where any notice given in terms of this agreement may be served.
- 15.11 The parties hereby consent to, the jurisdiction of a Magistrate's Court for the adjudication of any dispute arising from this Agreement.